

### Board Members

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



### Staff

Edward Hill, County Administrative Officer  
Diane Freeman, County Counsel  
Catherine Venturella, Clerk of the Board

## Board of Supervisors Regular Meeting Agenda

**Date:** Tuesday, December 7, 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 signed into Law AB 361 on September 16, 2021, relating to the convening of public agency meetings via teleconference in light of the COVID-19 pandemic. Under this authority, the Board of Supervisors will convene its public meetings via video and teleconference. Pursuant to AB 361, and as advised by local Health Officials, the Kings County Board of Supervisors, County staff and interested members of the public may attend the meeting in person. The meeting can also be attended telephonically or by the Internet by sending an email to [bosquestions@co.kings.ca.us](mailto:bosquestions@co.kings.ca.us) on the morning of the meeting for an automated email response with the WebEx meeting information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting.

**Members of the public who wish to only observe the meeting virtually can do so via the worldwide web at:**  
<https://youtu.be/JBDSsx-B1JA>

**Members of the public who wish to participate in the meeting virtually and make public comment can do so via the worldwide web at:**  
<https://countyofkings.webex.com/j.php?MTID=mf17d9171e7fc623e405fc847de32acd2>

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

### **10:00 AM - REDISTRICTING PUBLIC HEARING INSTRUCTIONS – ENGLISH**

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

<https://countyofkings.webex.com/j.php?MTID=mf17d9171e7fc623e405fc847de32acd2>

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

If you just wish to only observe the public hearing and not make comments access this YouTube <https://youtu.be/JBDSsx-B1JA>

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

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

<https://countyofkings.webex.com/j.php?MTID=mf174f8638e0926a04cc40ed3a2d9284af>

- Los miembros del público, que participan a través de sus computadoras o mediante la aplicación WebEx, pueden proporcionar comentarios públicos en la reunión mediante la función "Levantar la mano" y se le llamará cuando sea su turno de hablar. El testimonio se limitará a cinco (5) minutos por orador durante la sección de audiencia pública de la reunión.
- Si tiene problemas para iniciar sesión a través de Internet, puede unirse a la reunión por teléfono llamando al **(415) 655-0003**, luego ingrese el **código de acceso 1779 30 6369#**

Si solo desea observar la audiencia pública y no hacer comentarios acceda a este enlace de YouTube <https://youtu.be/yIsJTk92yow>



**I. 9:00 AM CALL TO ORDER**

**ROLL CALL – Clerk of the Board**

**INVOCATION – Pastor Arthur Fox – New Hope Orthodox Presbyterian Church**

**PLEDGE OF ALLEGIANCE**

**II. UNSCHEDULED APPEARANCES**

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

**III. APPROVAL OF MINUTES**

**A.** Report Out of Closed Session from the regular meeting for November 23, 2021.

**B.** Approval of the minutes from the regular meeting for November 23, 2021.

**IV. CONSENT CALENDAR**

**A. Agriculture Department:**

1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Detection Program, retroactively effective October 1, 2021 through September 30, 2022.

**B. Behavioral Health Department:**

1. Consider amending the Agreement with JDT for Therapeutic Behavioral and Intensive Home Based Services from November 2021 through June 30, 2024.

**C. County Counsel:**

1. Consider appointing Matthew O. Gilkey as Director of Division 2 and Erik J. Hansen as Director of Division 5 of the Corcoran Irrigation District for the period of December 3, 2021 at 12:00 p.m. through December 5, 2025 at 12:00 p.m.

**D. Fire Department:**

1.
  - a. Consider approving the Fire Department to accept the 2021 Emergency Management Performance Grant and the 2021 Emergency Management Performance Grant Program-American Rescue Plan Act;
  - b. Authorize the County Fire Chief to sign all grant documents; and
  - c. Adopt a Resolution designating the Fire Chief, County Administrative Officer, or Purchasing Manager as authorized signatories for execution of all grant documentation.
2.
  - a. Consider authorizing the Fire Department to accept the Fiscal Year 2021 State Homeland Security Grant Project;
  - b. Authorize the County Fire Chief to sign all grant documents; and
  - c. Adopt a Resolution designating the Fire Chief, County Administrative Officer, or Purchasing Manager as authorized signatories for execution of all grant documentation.

**E. Human Services Agency:**

1.
  - a. Consider authorizing Human Services Agency to apply for Homeless Housing Assistance and Prevention Round 3 grant fund through the Business Consumer Services administered through the Homeless Coordinating and Financial Council; and
  - b. Authorize the Human Services Agency Director, or their designee, to submit application and sign necessary grant documents required to secure funds.
2. Consider approving the Agreement with Kings United Way for continued maintenance for the 211 online and mobile application, retroactively effective from July 1, 2021 to June 30, 2023.





**F. Job Training Office:**

1. Consider approving the documents to close out the Workforce Innovation and Opportunity Act Subgrant, County Agreement 18-068.

**G. Administration:**

1. Consider denying the Claim for Damages filed by Matthew Soleimanpour on behalf of Francisco Maciel Ruiz.
2. a. Consider approving substitution of the County's Master Crime Bond for individual public official bonds; and  
b. Approve the amounts in the declaration as the amounts required for faithful performance bonds of each elected official.
3. Consider approving the Public Safety Realignment & Post Release Community Supervision 2021 Plan to meet the requirement of Assembly Bill 109.
4. Consider approving the cancellation schedule for the Board of Supervisors' meetings for 2022.
5. Consider authorizing the County Administrative Officer to sign a one-year extension Agreement through December 31, 2022 to retain Paragon Government Relations, Inc. to perform federal legislative advocacy services for Kings County.

**V.**

**REGULAR AGENDA ITEMS**

**A. Behavioral Health Department – Lisa Lewis/UnChong Parry**

1. a. Consider approving the Kings County Behavioral Health Department to accept the Coronavirus Response and Relief Supplemental Appropriations Act Telehealth Expansion Project Funding; and  
b. Authorize the Director of Behavioral Health to accept and sign the grant Agreement, including any additional grant documentation.  
c. Adopt the budget change. **(4/5 vote required)**

**B. Community Development Agency – Chuck Kinney**

1. Accept the monthly report of Planning Commission's actions.

**C. Fire Department – William Lynch**

1. a. Consider authorizing the Fire Department to declare one fire utility vehicle, one large spreader, one spreader, one ram (long), and one Maverick tool as surplus;  
b. Authorize the Purchasing Manager to sell one fire utility vehicle, one large spreader, one spreader, one ram (long), and one Maverick tool as surplus at public auction;  
c. Authorize the Fire Department to donate one power unit, one spreader, one cutter, one ram (large), one ram (short), and one hose reel to the Laton Fire Department; and  
d. Authorize the Fire Department to donate one power unit, one cutter, one Maverick tool, and one hose reel to the Hanford Race Track.



**D. Human Resources – Henie Ring/Melissa Avalos**

1. a. In the Sheriff's Office, in Budget Unit 22000 delete 1.0 Full-Time Equivalency Department Specialist I/II allocation and 2.0 Full-Time Equivalency Department Specialist III allocations offset by the addition of 1.0 Full-Time Equivalency Office Assistant I/II allocation and 2.0 Full-Time Equivalency Office Assistant III allocations; in Budget Unit 221200 delete 1.0 Full-Time Equivalency Department Specialist III allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant III allocation; in Budget Unit 222000 delete 1.0 Full-Time Equivalency Department Specialist III allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant III; and in Budget Unit 223000 delete 1.0 Full-Time Equivalency Department Specialist I/II allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant I/II allocation;
- b. In the Probation Department, in Budget Unit 233100 delete .50 Full-Time Equivalency Department Specialist I/II/III allocation offset by the addition of .50 Full-Time Equivalency Office Assistant I/II/III allocation; in Budget Unit 233200 delete 1.0 Full-Time Equivalency Department Specialist I/II/III allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant I/II/III allocation; in Budget Unit 234000 delete 7.0 Full-Time Equivalency Department Specialist I/II/III allocations offset by the addition of 7.0 Full-Time Equivalency Office Assistant I/II/III allocations; in Budget Unit 234800 delete 1.0 Full-Time Equivalency Department Specialist I/II/III allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant I/II/III allocations;
- c. In the Health Department, Budget Unit 411000 delete 1.0 Full-Time Equivalency Department Specialist I/II/III allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant I/II/III allocation;
- d. In the Human Services Agency, Budget Unit 510000 delete 12.0 Full-Time Equivalency Department Specialist I/II and 7.0 Full-Time Equivalency Department Specialist III allocations offset by the addition of 12.0 Full-Time Equivalency Office Assistant I/II and Full-Time Equivalency 7.0 Office Assistant III allocations;
- e. Laterally reclassify the Department Specialist I incumbents (M. Carrillo) to Office Assistant I with no change in salary in accordance with Personnel Rule 3022, Lateral;
- f. Laterally reclassify the Department Specialist II incumbents (M. Ash, M. Avila, L. Campos, B. Flores, D. Garcia, N. Gomez, S. Hernandez, V. Kilner-Avila, M. Lamar, V. Quintero, N. Rivera, Y. Rodriguez Alcantar, M. Urquizo, and T. Wilson) to Office Assistant II with no change in salary in accordance with Personnel Rule 3022, Lateral;
- g. Laterally reclassify the Department Specialist III incumbents (K. Alvarez, B. Bravo, C. Calderon, M. Cardenas, E. Cardoza, M. Castillo, J. Curiel, A. Frye, M. Garcia, K. Guevara, D. Miller, L. Puga, J. Rivera, R. Robles, L. Rose, and M. Sanchez) to Office Assistant III with no change in salary in accordance with Personnel Rule 3022, Lateral;
- h. Laterally reclassify any Department Specialist to an Office Assistant hired or promoted to a Department Specialist classification prior to Board approval of this item; and
- i. Inactivate the Department Specialist I, II, III classifications.

**E. Public Works Department – Dominic Tyburski/Mitchel Cabrera**

1. Consider adopting a Resolution authorizing the removal of the stop sign for westbound traffic at the intersection of Grangeville Boulevard and 25<sup>th</sup> Avenue.



**F. Sheriff's Department – David Robinson**

1. a. Consider allocating 1.0 Full Time Equivalency Detentions Lieutenant position in Budget unit 233000; and
- b. Authorize the advance step for Ramon Collier, Detentions Lieutenant, to Step 3 position at Salary Range 235.5.
- c. Authorize the advance step for Shari Long, Detentions Lieutenant, to Step 4 position at Salary Range 235.5.

**G. Public Health Department – Darcy Pickens/Heather Silva**

1. Consider adopting a Resolution authorizing the Director of Public Health to execute and submit all necessary grant documents to CalRecycle for a Farm and Ranch Solid Waste Cleanup and Abatement Grant Program.
2. 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 – Edward Hill/Kyria Martinez**

**County Counsel – Diane Freeman**

1. a. Conduct the County's sixth public hearing for the County's 2021 supervisorial redistricting process to further introduce and encourage public discussion concerning the redistricting process; and
- b. Consider adopting a new supervisorial district map by Resolution.

**10:00 AM PUBLIC HEARING**

**Community Development Agency – Chuck Kinney**

1. a. Conduct a public hearing to receive public comments on the proposed density bonus development Agreement; and
- b. Adopt a Resolution, approving entering into a density bonus development Agreement with Spradling Construction Inc.;
- c. Approve the Density Bonus Agreement with Spradling Construction Inc.

**10:00 AM PUBLIC HEARING**

**Community Development Agency – Chuck Kinney**

1. a. Conduct a public hearing to receive public comments on the proposed density bonus development Agreement; and
- b. Adopt a Resolution, approving entering into a density bonus development Agreement with Aspire Homes Ca, Inc.;
- c. Approve the Density Bonus Agreement with Aspire Homes Ca. Inc.

**VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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

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



**VIII.**

**CLOSED SESSION**

- ♦ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**  
**Negotiators: Edward Hill, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore**
  - Prosecutor's Association
- ♦ **Personnel Matter: [Govt. Code Section 54957]**  
*Public Employee Appointment: Ag Commissioner*
- ♦ **Personnel Matter: [Govt. Code Section 54957]**  
*Public Employee Appointment: Director of Finance*

**IX.**

**ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, December 14, 2021, at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

December 14	9:00 AM	Regular Meeting
December 21	9:00 AM	Regular Meeting
January 4, 2022	9:00 AM	Regular Meeting – Board Reorganization
January 11, 2022	9:00 AM	Regular Meeting

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

### Board Members

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



### Staff

Edward Hill, County Administrative Officer  
Diane Freeman, Interim County Counsel  
Catherine Venturella, Clerk of the Board

## **Board of Supervisors**

### **Regular Meeting Action Summary**

**Date:** Tuesday, November 23, 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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#### **COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19**

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at: <https://youtu.be/FgTvxcYyr40> or go to [www.countyofkings.com](http://www.countyofkings.com) and click on the "Join Meeting" link.

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- I. 9:00 AM CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**INVOCATION –Andrew Cromwell – Koinonia Church**  
**PLEDGE OF ALLEGIANCE**  
**MEMBER PRESENT: JOE NEVES, DOUG VERBOON, CRAIG PEDERSEN, RICHARD FAGUNDES**  
**MEMBERS ABSENT: RICHARD VALLE**

**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.*

**Chris Gutierrez, Kings County Firefighters Union #3747 stated that the "KICKS 4 CASA" shoe drive partnership with Kings County Court Appointed Special Advocates (CASA) which is being held until December 10, 2021 and stated that he was thankful for the outpouring of support from everyone helping them to already be ½ way to their goal. He stated that the Kings County Firefighters Union #3747 is partnering with United States Marines and collecting Toys for Tots at the Kings County Fire Station #5 in Armona located at 11235 14<sup>th</sup> Avenue, Armona during their Christmas Tree fundraiser.**



Cathleen Jorgensen, Kings County resident, stated that she has concerns and questions regarding item IV.B.1 under the consent calendar on the agenda today and would like to have some clarifications for the public on the item and voiced concerns regarding the redistricting public hearing and maps being submitted.

### III.

#### APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for November 16, 2021.

Edward Hill, Kings County Administrative Officer stated that at the November 16, 2021 meeting the Board appointed Diane Freeman to the role of County Counsel effective November 15, 2021 with an annual salary of \$185,000 (\$15,416 monthly) plus an option to annually contribute 40 hours of management vacation to deferred comp. Additionally, she will receive a 5% increase on her anniversary date if a satisfactory evaluation has been achieved. Finally, she will be eligible for an additional 5% increase when the ongoing retainer agreement with Lozano Smith is no longer needed. The decision was a 4-0 vote with Supervisor Valle absent.

B. Approval of the minutes from the November 16, 2021 regular meeting.

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

C. Approval of the minutes from the November 16, 2021 special meeting.

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

### IV.

#### CONSENT CALENDAR

##### **A. Behavioral Health:**

1. Consider approving the Agreement with Monte Nido Lake Vista, LLC dba Clementine Malibu Lake for residential eating disorder treatment, retroactively effective from October 8, 2021-June 30, 2024. **[Agmt 21-151]**

##### **B. County Counsel:**

1. Consider adopting a Resolution making the findings required by AB 361 to continue meeting under its abbreviated teleconferencing provisions. **[Reso 21-077] ITEM PULLED FOR DISCUSSION BY THE CHAIRMAN AND COUNTY COUNSEL AS PER REQUEST BY A PUBLIC MEMBER. DIANE FREEMAN, COUNTY COUNSEL EXPLAINED THE REQUIRMENTS FOR ADOPTING THE FINDINGS FOR THE RESOLUTION AND THE BOARD APPROVED AS PRESENTED. (JN, DV, RF, CP-Aye, RV-Absent)**

##### **C. District Attorney's Office:**

1.
  - a. Consider approving the District Attorney's Office to accept the Child Advocacy Center Program Grant funds for work with child abuse victims to reduce trauma to children and their families; and
  - b. Authorize the District Attorney to sign the Grant application forms; and
  - c. Authorize the District Attorney to sign grant subaward amendments in addition to grant subaward documents; and
  - d. Authorize the Certification of Assurance of Compliance form.

##### **D. Probation Department:**

1. Consider approving an Amended Agreement with The Counseling and Psychotherapy Center, Inc. to provide treatment services for sex offenders within Kings County, retroactively effective July 1, 2020 through July 30, 2022. **[Agmt 21-127.1]**

##### **E. Public Health Department:**

1.
  - a. Consider authorizing the Interim Public Health Director apply for and to accept up to \$95,000 in grant funding from Kaiser Permanente for the purpose of COVID-19 vaccine education and outreach for the term of January 1, 2022 to June 30, 2022; and
  - b. Authorize the Interim Public Health Director to sign any associated invoices and revisions to the initial work and spend plan; and
  - c. Adopt the budget change **(4/5 vote required)**



**F. Public Works Department:**

1. Consider approving the Joint Use Agreement with Southern California Edison and the California High Speed Rail Authority. **[Agmt 21-152]**

**G. Sheriff's Department:**

1. Consider authorizing the Sheriff to sign an Agreement with Veritone, Inc. for the Contact Application. **[Agmt 21-153]**

**H. Administration:**

1. Consider approving the Agreement with the Armona Community Services District for residential customer utility arrearages. **[Agmt 21-154]**
2. Consider approving the first amendment to the Memorandum of Understanding with the City of Hanford to provide for the annexation of eight county islands surrounded by the City.
3. Consider approving the sole source Agreement with Capital Partnerships, Inc. for ONESolution support in an amount not to exceed \$40,000 for a contract term through June 30, 2023.

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

**V.**

**REGULAR AGENDA ITEMS**

**A. Human Resources Department – Henie Ring**

1. Consider authorizing the Human Resources Director and designated staff to sign the successor Agreement with the Blue Collar Unit for a term beginning November 1, 2021 and ending October 31, 2025. **[Agmt 21-156]**

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

**B. Job Training Office – Lance Lippincott**

1. a. Consider authorizing the County Administrative Officer to execute a designation letter permitting the Kings County Job Training Office to receive funding under the Request for Proposal-California Microbusiness COVID-19 Relief Grant Program; and  
b. Authorize the Economic and Workforce Development Director to execute any and all agreements necessary and reasonable for the execution and implementation of the California Microbusiness COVID-19 Relief Grant Program issued by the California Office of the Small Business Advocate.

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

**C. Administration – Edward Hill/Kyria Martinez**

1. Consider appointing three members to the Independent Kings County Solid Waste Enforcement Hearing Panel.

**ACTION: APPROVED APPOINTMENTS OF SUPERVISOR RICHARD FAGUNDES, LEE JOHNSON AND SALVADOR INIGUEZ AS PRESENTED (DV, JN, RF, CP-Aye, RV-Absent)**

**D. Public Health Department – Darcy Pickens/Heather Silva**

1. Consider adopting a Resolution proclaiming Wednesday, December 1, 2021 as World AIDS Day in Kings County. **[Reso 21-078]**

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

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

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





**VI. 10:00 AM PUBLIC HEARING**

**COMMUNITY DEVELOPMENT AGENCY – CHUCK KINNEY/NOELLE TOMLINSON**

1. Hold a Public Hearing to receive public testimony regarding the Implementation of Section 51244(b), which allows for the 10% reduction in the Williamson Act and Farmland Security Zone Contract terms. If the Board adopts Implementation of Section 51244(b) the following actions are also required:
  - a. Determine that the State funded less than one-half (1/2) of Kings County's actual forgone property tax revenues in the prior fiscal year (FY 2020/2021); and
  - b. State that landowners may choose to not participate in implementation of Section 51244(b) by serving a notice of non-renewal within 90 days of the date of notice of the opportunity to prevent the modification and re-evaluation of contracts authorized by Section 51244(b) or before February 1, 2022; and
  - c. Amend the County's Land Conservation Act Program Procedures by extending the deadline for landowners to file notices of non-renewal for calendar year 2021 to February 1, 2022; and
  - d. Adopt a Resolution authorizing implementation of Section 51244(b). **[Reso 21-076]**

**Supervisor Pedersen opened the public hearing, no testimony was received and the public hearing was closed.**

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

**VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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

**Supervisor Verboon stated that he attended events with family over the weekend, attended the Amtrak/San Joaquin Joint Powers Authority meeting on November 19, 2021, participated in the Housing Authority of Kings County meeting on November 18, 2021 and wished everyone a safe and Happy Thanksgiving.**

**Supervisor Fagundes stated that he attended the Housing Authority of Kings County meeting on November 18, 2021 and went to the central coast for business over the weekend.**

**Supervisor Neves stated that he attended a Cal Vans special meeting on November 16, 2021 and had the opportunity to review a water and accounting tracking tool to help South Fork Kings and their sustainable water efforts. He stated that he participated in a webinar hosted by Valley Children's hospital on the effects of Covid-19, attended at Kings County Association of Governments special meeting and announced at the West Hills Men's Basketball game on November 17, 2021. He stated that he attended a Housing Authority of Kings County special meeting and a Calvans finance special meeting and announced the winners of prizes for the Kings County employee brown bag luncheon on November 18, 2021. He stated that he participated in the Battle of the Badges blood drive on November 22, 2021, started his 37<sup>th</sup> Santa season, attended his granddaughters 17<sup>th</sup> birthday event with Le Grand FFA and stated that she made the 1<sup>st</sup> round of the Coca-Cola scholarship out of 65,000 entries.**

**Supervisor Pedersen stated that he attended the San Joaquin Valley Unified Air Pollution Control District Governing Board meeting on November 18, 2021 and wished everyone a Happy Thanksgiving.**

- ♦ Board Correspondence: **None**
- ♦ Upcoming Events: **Edward Hill stated that the Christmas Cozy Feet Slipper Sock Drive is being held by Child Support who is collecting slipper socks to donate to seniors in Kings County, they must be skid proof slipper socks and drop off locations are the Child Support Services office and Job Training Office, and donations must be received by December 15, 2021. He stated that the Kicks 4 CASA event hosted by the Kings County Firefighters who are collecting shoes for Kings**



County Foster children in need through CASA (Court Appointed Special Advocates). The donations must be new shoes and drop off locations in Hanford are JH Tackett, Save Mart, and Senator Melissa Hurtado's Hanford District Office, monetary donations are accepted too and the donations must be received by December 10, 2021.

- ♦ Information on Future Agenda Items: Edward Hill stated tht there will be no Board meeting on November 30, 2021 and the following items would be on a future agenda: Administration has 4 items – Public Safety Realignment & Post Release Community Supervision 2021 plan; Board meeting cancellation schedule for 2022; Approval of Crime Bond as Public Official bond and set Faithful Performance Amounts; and Claims for Damages; Behavioral Health – Amendment to an agreement with JDT Consultants; County Counsel – Appointment of Directors to the Corcoran Irrigation District; Community Development Agency has 2 items – public hearing to consider a density bonus development agreement with Spalding Construction Inc. and one with Aspire Homes Ca, Inc.; Fire Department – Declaration and sale of surplus equipment and donation of equipment; Health Department has 2 items – COVID 19 Update and a Farm and Ranch Solid Waste Cleanup and Abatement Grant; Human Resources has 2 items - Reclass Department Specialists to Office Assistants and County Service Awards Presentation; Human Services has 2 items – Homeless Housing, assistance, and prevention program round three grant application and agreement with Kings United Way for mobile application maintenance; Job Training Office – Closeout of workforce innovation and opportunity act sub-grant; Public Works Department has 2 items – Capital projects and Removal of stop sign on Grangeville blvd and 25<sup>th</sup> avenue.

The Board took a recess from 9:47 a.m. to 10:00 a.m.

#### VIII.

##### CLOSED SESSION

- ♦ Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]  
Negotiators: Edward Hill, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
  - Prosecutor's Association
- ♦ Personnel Matter: [Govt. Code Section 54957]  
*Public Employee Appointment: Director of Finance*
- ♦ Litigation initiated formally. The title is: *Leprino v. Kings County*, Case No. 20C0159  
[Govt. Code Section 54956.9(d)(1)]

#### IX.

##### ADJOURNMENT

The November 30, 2021 meeting has been canceled due to Board members participating in CSAC Annual Meetings.

The next regularly scheduled meeting will be held on Tuesday, December 7, 2021 at 9:00 a.m.

#### X. 11:00 AM BOARD OF EQUALIZATION REGULAR MEETING

#### XI. 11:15 AM IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY REGULAR MEETING

##### ***FUTURE MEETINGS AND EVENTS***

November 30	--	Regular Meeting Canceled/Board members participating in CSAC Annual Meeting
December 7	9:00 AM	Regular Meeting
December 7	10:00 AM	Sixth Public Hearing – Redistricting
December 14	9:00 AM	Regular Meeting
December 21	9:00 AM	Regular Meeting

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

**SUBMITTED BY:** Agriculture Department – Jimmy Hook/Lynda Schrumpf

**SUBJECT:** COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF  
FOOD AND AGRICULTURE FOR THE COUNTY'S ASIAN CITRUS PSYLLID  
DETECTION PROGRAM

**SUMMARY:**

**Overview:**

The Agricultural Commissioner–Sealer provides services in cooperation with the California Department of Food and Agriculture for detection and trapping of the Asian Citrus Psyllid. This agreement continues the County's Asian Citrus Psyllid Detection Program which expired on September 30, 2021.

**Recommendation:**

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Detection Program, retroactively effective October 1, 2021 through September 30, 2022.

**Fiscal Impact:**

Revenues of \$92,093 for this program are included in the FY 2021-2022 adopted budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture).

**BACKGROUND:**

The Agricultural Commissioner deploys and services insect traps according to State protocols established by this agreement to protect Kings County agriculture and the public from the introduction of the Asian Citrus Psyllid, a vector of Huanglongbing also known as HLB or citrus greening disease, a devastating disease of citrus trees. The term of this agreement is from October 1, 2021 through September 30, 2022. This is an ongoing program; however, the current fiscal year agreement was not offered to Kings County until October 30, 2021, the work plan to produce this agreement was submitted on time August 17, 2021 by the Kings County Department of Agriculture.

**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.

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

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER

**21-0516-020-SF**

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: October 1, 2021 through September 30, 2022

3. The maximum amount of this Agreement is: \$92,093.00

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: Prime Award Information 2 Page(s)

Recipient and Project Information

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Exhibit D: Federal Terms and Conditions 3 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 KERN**

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

CJ

## EXHIBIT A

### PRIME AWARD INFORMATION

Federal Agency:	United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine
Federal Award Identification Number:	Pending
Federal Award Date:	Pending
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control and Animal Care
Amount Awarded to CDFA:	\$Pending
Effective Dates for CDFA:	October 1, 2021 through September 30, 2022
Federal Award to State Agency is Research & Development (Yes/No)	Yes

### RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
The county shall place and service traps for the detection of the Asian Citrus Psyllid to prevent a major threat to the citrus industry in California. Food and Agricultural Code 403, 2276.5, and 2283.

Project Title: Asian Citrus Psyllid Trapping

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Kelly Aubushon	Name: Jimmy Hook
Division/Branch: Citrus Division / Citrus Administration	Organization: COUNTY OF KINGS
Address: 1220 N Street	Address: 680 N Campus Drive, Suite B
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hanford, CA 93230-3556
Phone: 559-908-1653	Phone: 559-852-2830
Email Address: kelly.aubushon@cdfa.ca.gov	Email Address: jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Stephanie Jacobs	Name:
Division/Branch: Citrus Division / Citrus Administration	Organization:
Address: 1220 N Street	Address:
City/State/Zip: Sacramento, CA 95814	City/State/Zip:
Phone: 916-699-0116	Phone:
Email Address: stephanie.jacobs@cdfa.ca.gov	Email Address:



<b>FISCAL CONTACT FOR RECIPIENT (if different from above):</b>
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](mailto: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 enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

#### **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. California State Auditor**

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the contract.

#### **24. 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.

#### **25. 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.

**26. 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.

**27. 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. If mileage is a reimbursable expense, 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 are those established by the Federal Travel Regulation, issued by [General Services Administration \(GSA\)](#), including the maximum per diem and subsistence rates prescribed in those regulations.
- 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.

## EXHIBIT D

### FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

#### 1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

#### 2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

#### 3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

#### 4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

#### 5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

## **6. Officials Not to Benefit**

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

## **7. Trafficking in Persons**

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

## **8. Intergovernmental Review**

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 2 CFR 415; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

## **9. Confidentiality**

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

## **10. Conservation in Procurement**

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

## **11. Debarment, Suspension, Criminal or Civil Convictions**

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See [www.sam.gov](http://www.sam.gov) to determine debarment and suspension status.

## **12. Crimes and Prohibited Activities**

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

## **13. Biosafety in Laboratories**

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

## **14. Conflicts of Interest**

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

## **15. Inventions, Patents, Copyrights and Project Results**

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

- B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
1. Reports all subject inventions to CDFA;
  2. Makes efforts to commercialize the subject invention through patent or licensing;
  3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
  4. Formally grants the Federal government and CDFA a limited use license to the subject invention.
- C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.
- D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

**16. Care and Use of Laboratory Animals**

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

**17. Fly America Act**

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

**18. Motor Vehicle Safety**

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

**19. Records Retention and Accessibility**

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

**20. All Other Federal Laws**

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

## **SCOPE OF WORK**

### **AGREEMENT SPECIFICATIONS FOR STATE-COUNTY ASIAN CITRUS PSYLLID DETECTION TRAPPING**

#### **Section 1**

**The California Department of Food and Agriculture (CDFA) shall:**

- A. Provide all yellow panel traps, trap parts, and handouts.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG) and Asian citrus psyllid (ACP) Trapping Guidelines FY 2021-2022 (ACPTG). The current version of the ACPTG is provided along with this Agreement and the ITG. The ITG is available from the Citrus Division District Manager or online at [https://www.cdfa.ca.gov/plant/PDEP/Insect\\_Trapping\\_Guide/](https://www.cdfa.ca.gov/plant/PDEP/Insect_Trapping_Guide/).
- D. Provide annual training programs for county trapping supervisors.
- E. Provide training to trappers as needed.
- F. Conduct quality control (QC) inspections of the county trapping program via field work inspections and county office visits.
- G. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Program Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring. The PEIR is available at <http://www.cdfa.ca.gov/plant/peir>.

#### **Section 2**

**The County Agricultural Commissioner shall:**

- A. Hire and train personnel.
- B. Provide and maintain trapping vehicles.
- C. Purchase supplies necessary to conduct field activities including permanent markers, paper clips, etc.
- D. Procure shipping supplies including boxes and packing tape.
- E. Ensure that supervisors attend training provided by the CDFA State Entomologist, Dr. Beucke (Kyle.Beucke@cdfa.ca.gov) or the Citrus Division District Manager.

- F. Ensure that all trapping activities conform to the current version of the ITG and the ACPTG, except as noted below.
1. Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.
  2. Should there be a discrepancy between the ITG and the Scope of Work or ACPTG, the Scope of Work and ACPTG shall supersede the ITG.
- G. Place and service the specified number traps as indicated on the Trapping Hours/Year Worksheet (THYW) (Form 66-223). The number of active traps must not exceed the number of traps indicated in the THYW, unless otherwise agreed to by the Citrus Division District Manager. If an agreement amendment is needed to modify the THYW, contact the Citrus Division District Manager. Barring any unique circumstances, modifications may be made up to 90 days prior to the expiration of the agreement.
- H. Trap placements:
1. Year-round trapping: Ensure traps are placed by the beginning of the season start date of October 1, 2021. Remove traps at the last servicing for the season so that all traps have been removed by the end of the season, September 30, 2022. Traps may be left in place if those trap sites are going to be used in the following ACP detection agreement period.
  2. Winter trapping: ensure traps are placed by the beginning of the season start date of November 1, 2021. Remove traps at the last servicing for the season so that all traps have been removed by the end of the season, April 30, 2022.
- I. Ensure that not more than one trap is placed per sub-grid or quint for general detection and not more than two per sub-grid for delimitation trapping.
- J. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing dates. The unique trap numbering system is based upon the Statewide Trapping Grid (STG). Links to Map Books and Geographic Information System layers based on the STG are available at <http://maps.cdfa.ca.gov/TrapBooks>.
1. The naming convention for the STG is alphanumeric. Columns are named alphabetically (A – UW) and rows numerically (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or sub-grid, trap type, and an intra-quint or intra-sub-grid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-18-ACP1 is in

- grid EV241, sub-grid 18, trap type is ACP, and it is designated as number "1" ACP trap within that sub-grid.
2. Ensure that the unique trap number is written correctly on all traps, along with accurate placement and servicing dates, as appropriate. The following information must be indicated on each ACP trap:
    - a. Complete trap number, placement date, and trapper's initials on **both** of the non-adhesive sides of the trap when placing.
  - K. Ensure that Global Positioning System (GPS) coordinates are recorded for all trap sites using North American Datum of 1983 (NAD83) in decimal degrees to 6 digits after the decimal points (e.g., 34.423301, -119.825056). Record GPS reading on the trap data card. New GPS points must be recorded for traps when they are relocated or rotated.
  - L. Ensure that all ACP detection traps are serviced monthly, and all delimitation traps are serviced either weekly or monthly dependent on situation (see ACPTG for guidance), from October 1, 2021 through September 30, 2022, unless determined otherwise by the Citrus Division District Manager.
  - M. Ensure that all traps removed from the field are sent to the CDFA Screening Facility located in Visalia, California as detailed in the ACPTG. The word "Delimitation" must appear on the outside of the shipping box for traps removed from an ACP delimitation grid.

CDFA Screening Facility  
345 E. Tulare Avenue, Suite M  
Visalia, CA 93277  
Attention: Elizabeth Zavala  
Phone: 559-636-7410
  - N. Participate in new delimitation activities if requested to do so by the CDFA.
  - O. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A partially completed Attachment 1 - Tiering Strategy Checklist (Checklist) template is included with this Agreement and is available from the Citrus Division District Manager. A blank Checklist and descriptions of the CDFA's management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at [http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3\\_Appendices\\_B-G.pdf](http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf)), Mitigation Reporting Program at [http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4\\_Appendices\\_H-P.pdf](http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf), and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>. Complete the Checklist prior to conducting trapping activities and submit the Checklist with the Agreement. When the Agreement ends, a copy of the Checklist is to be signed and dated by the county project coordinator and emailed to the Citrus Division Data Analysis and



Visualization Unit at CDFA\_DL\_CPDPD\_DAVU@cdfa.ca.gov to signify that the PEIR requirements were implemented.

- P. Maintain a Daily Trapping Summary (DTS) (Form 60-210), or equivalent record, for each trapper. This form must be completed daily, signed by the trapper who performed the work and submitted to the trapping supervisor. At minimum, the record must specify the trapper name, date, county, route/book, and number of traps placed, removed, serviced, relocated (if applicable), and total number of traps in service. Any alternate record keeping format used in lieu of the DTS form must be agreed to by the Citrus Division District Manager or designee. The records must be available for immediate review by the Citrus Division District Manager or designee conducting the QC inspection. All DTS forms, or equivalent records, must be kept on file, for review by the CDFA Audits Office, for three years. The DTS form is available from the Citrus Division District Manager.
- Q. Complete the Monthly Detection Activity Report (MDAR) form, or equivalent documentation as agreed to by the Citrus Division District Manager, documenting all traps deployed, added, removed, and serviced during the month. Equivalent documentation may include, for example, a pest detection report generated through CalTrap. Any reporting format used in lieu of the MDAR must be agreed to by the Citrus Division District Manager or designee. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered a trap servicing. Do not count trap relocations as "removed" and then "placed." A copy of this form must accompany the monthly invoice. The MDAR form is available from the Citrus Division District Manager.
- R. Provide one set of trapping records for all traps. This set may either be a "Trap Book" or an electronic record and shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, relocation, and removal.
- S. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- T. Maintain county wall maps with numbered square mile grids based upon the state trapping grid (STG), depicting the density of all currently deployed traps.
- U. Allow state detection personnel and/or federal officers to perform QC inspections on all ACP trap lines with a 48-hour notice.
- V. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field with a 48-hour notice. This will be credited as field training for county personnel.

- W. Submit suspect ACP samples to the Plant Pest Diagnostics Center in Sacramento, California via the most expeditious method, no later than 24-hours after the initial identification. Notify the Citrus Division District Manager of suspect ACP submitted to the laboratory. See **Submitting Specimens for Identification** in the ACPTG.

Plant Pest Diagnostics Center  
3294 Meadowview Road  
Sacramento, CA 95832  
Phone: 916-262-1100

- X. Be fully reimbursed for trapping not in conjunction with other detection activity (i.e., stand-alone).
- Y. Be reimbursed at six minutes per trap for trapping performed in conjunction with existing detection trapping routes or sites (i.e., piggybacked). No mileage reimbursement is allowed for piggybacked traps.

Submit invoices along with the Monthly Detection Activity Report Form, or equivalent documentation, no later than (30 calendar days) past the end of the month in which the invoiced activity occurred by e-mail to the Citrus Division County Contracts Coordinator, Stephanie Jacobs (Stephanie.Jacobs@cdfa.ca.gov) and the designated Senior Environmental

Scientist Supervisor as indicated below. Reimbursement will not occur unless the trapping Monthly Detection Activity Report Form, or equivalent documentation, is submitted with the invoice.

Counties	Supervisory Environmental Scientist
Fresno, Merced, San Benito	Claudia Vazquez (Claudia.Vazquez@cdfa.ca.gov)
Kern, Kings, Tulare	Kelley Aubushon (Kelley.Aubushon@cdfa.ca.gov)
Monterey, San Luis Obispo	Michael Soltero (Michael.Soltero@cdfa.ca.gov)
San Joaquin, Stanislaus, Placer	Zachary McCormack (Zachary.McCormack@cdfa.ca.gov)

Counties	Supervisory Environmental Scientist
Alameda, Contra Costa, San Mateo Santa Cruz	Laura Irons (Laura.Irons@cdfa.ca.gov)
Butte, Colusa, El Dorado, Glenn, Sacramento, Sutter, Tehama	Zachary McCormack (Zachary.McCormack@cdfa.ca.gov)
Lake, Napa, Solano, Sonoma	Keith Okasaki (Keith.Okasaki@cdfa.ca.gov)

1. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed and will be returned to the county for re-submission.

2. Only authorized charges matching the Financial Plan will be reimbursed; for example - salaries, benefits, overhead, supplies, vehicle mileage, and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Reimbursable items also include supplies procured to support field activities. Such items must be itemized as "Field Activity Supplies." Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.
3. A sample invoice is included with this Agreement and is available from the Citrus Division District Manager. The county may use this form or submit their own invoice, but the invoice must contain the following:
  - a. County name
  - b. Remit to address
  - c. Date of submittal
  - d. Invoice number
  - e. Agreement name
  - f. Agreement number
  - g. Billing period
  - h. Allowable itemized charges as listed on the Financial Plan:
  - i. Employee salaries. The following information must be included in the invoice: employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate.  
Note: The number of hours worked claimed on the invoice must match those documented on the Monthly Detection Activity Report Form, or equivalent documentation. Invoices received without this documentation will not be paid.
  - j. Vehicle expenses. The following information must be included in the invoice: vehicle license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease or rental rate for the vehicle.
4. Payment of the invoice is contingent upon submission of the Monthly Detection Activity Report Form, and compliance with the required information as listed in items one and three above.
5. All invoices, including any invoice amendments, must be received within (30 days) of the expiration date of the Agreement. Invoices received more than (30 days) after expiration of the Agreement will not be paid.

6. All invoices without a signature block must be submitted as either an Excel or PDF file. If submitting via PDF, the file must be clear and legible without any dark highlights. Invoices that are illegible will not be paid. All illegible invoices will be returned to the county for re-submission.
7. Payment will be made monthly, in arrears, upon receipt of the Monthly Detection Activity Report Form, or equivalent documentation, and approval of the invoice.
8. Please note that CDFA cannot reimburse for more than the total Agreement amount.

**ASIAN CITRUS PSYLLID TRAPPING GUIDELINES  
FY2021-22**

1. Trapping Season

- a. Year round ACP detection trapping occurs from October 1 through September 30.
- b. Winter ACP detection trapping occurs from November 1 through April 30.

2. Trapping Locations

- a. Conduct detection trapping in all urban and rural residential areas. Refer to the California Department of Food and Agriculture (CDFA) Insect Trapping Guide (ITG) for definitions.
- b. Conduct delimitation trapping on any type of property with hosts (includes commercial agriculture).
- c. Conduct commercial trapping in commercial citrus groves only.
- d. If there are areas deemed to be at high-risk of introductions (packing houses, swap meets, farmers markets, etc.) additional traps may be placed. Confer with the Citrus Division District Manager prior to placement of these traps for approval.
- e. Locations should be stand-alone (i.e., not piggybacked), unless otherwise agreed upon with the Citrus Division District Manager.

3. Trap Density - Traps shall be placed at the following densities. For detection traps, the Citrus Division District Manager will provide the appropriate number for each county within the ranges noted below.

- a. Detection traps placed at five to 16 traps per square mile.
  - i. Counties with citrus production in excess of 10,000 acres must place a maximum of 16 traps per square mile in host trees only. Each trapping grid must be divided into 16 subgrids using a four-by-four grid layer.
  - ii. Counties with citrus production between 1,000 and 9,999 acres must place a maximum of nine traps per square mile in host trees only. Each trapping grid must be divided into nine subgrids using a three-by-three grid layer.
  - iii. Counties with citrus production less than 999 acres must place a maximum of five traps per square mile in host trees only. Each trapping grid must be divided into five subgrids using a quint grid layer.
- b. Delimitation traps placed at 50 traps per square mile in four-square miles centered on the detection location (i.e., one-mile radius from detection location).
- c. Commercial traps placed at one trap per 40 acres.

4. Inspection Frequency (see item 13 below for screening procedure)
  - a. Detection Survey – inspect and remove traps monthly for screening.
  - b. Delimitation Survey – inspect and remove traps weekly for the first month for screening, then monthly for 11 more months (12 months total). Remove all traps at 12 months after the last detection.
  - c. Commercial Survey – inspect and remove traps every two weeks for screening.
5. Trap - The trap consists of three parts: a yellow panel trap, trap hanger, and paperclip.
6. Attractant - The yellow color is a visual attractant. The trap does not contain a lure or an insecticide.
7. Hosts - Only citrus (lemon and limes are preferred) and citrus relatives. Citrus relatives include kumquat, curry leaf, *Murraya* spp. and orange jasmine/jessamine. **Do not place traps in non-host trees.**
8. Trap Numbering
  - a. Using the alpha-numeric Statewide Trapping Grid (STG), assign a unique trap number consisting of the STG grid, hyphen, quint or subgrid, hyphen, trap type Asian citrus psyllid (ACP) and number (use number only if more than one trap is in that quint or subgrid). For example: JT316-W-ACP2 or JT316-5-ACP.
  - b. Write the trap number, date of deployment, and trapper's initials on **both** interior non-adhesive sides of the trap body. It is easiest to do this before the trap is opened for deployment.
9. Trap Assembly - Assemble the trap by pulling it open, exposing the yellow sticky surface. Paperclip the white tabs on the side to hold the trap in position. Place a Jackson trap hanger through the holes in the top end of the trap (see ITG, page ACP-2).
10. Trap Placement and GPS
  - a. Follow the parameters for ACP trap placement in the ITG.
  - b. All sites trapped must have Global Positioning System (GPS) coordinates recorded using North American Datum of 1983 (NAD83) in decimal degrees to 6 digits after the decimal points (e.g., 34.423301, -119.825056). If there are more than 6 digits, truncate (cut off) the additional digits. **Do not round up or down.** Record the GPS coordinates of the host on the trap data card. New GPS coordinates must be recorded when traps are relocated or rotated.
11. Trap Relocation for Year Round Detection Program
  - a. Relocations should provide for moving the trap evenly throughout its assigned area, with a minimum relocation distance of 500 feet. Note: relocation is not

required for counties that conduct ACP detection only during the winter season (November 1 through April 30).

- b. When relocating, always use a new trap. Submit all removed traps to a qualified county screener or the CDFA screening facility (see item 13 below for screening procedure). Record the GPS coordinates of the new site on the trap card.

- i. Detection Survey – Relocate traps every eight weeks, adhering to a minimum relocation distance of 500 feet, per the ITG.
- ii. Delimitation Survey – Relocate in consultation with the Citrus Division District Manager.
- iii. Commercial Trapping – Do not relocate the trap unless the tree is removed or maintaining the regular servicing interval is compromised.

## 12. Trap Replacement

- a. Replace traps monthly or with each relocation.
- b. Change the trap with each relocation, every time a suspect is captured, or when the trap becomes dirty or cluttered with insects or other debris (i.e., as necessary).

## 13. Screening of Traps - **All traps removed from the field must be screened for ACP before being discarded.**

- a. CDFA maintains a screening facility in Visalia, California for screening (address is below). Shipment costs for sending traps will be reimbursed by CDFA.
- b. Boxes sent to Visalia must have the county written on the outside of the box, so as to allow the screening facility to prioritize particular counties (if directed to do so) and to assure that suspect psyllids are correctly associated with the relevant county if additional trap data is required to complete an electronic Pest and Damage Record (e-PDR).
- c. Visalia address and contact information:

CDFA Screening Facility  
345 E. Tulare Avenue, Suite M  
Visalia, CA 93277  
Attention: Elizabeth Zavala  
Phone: 559-636-7410

- d. Alternately, counties may instead elect to have a qualified county staff member perform the screening, with pre-approval from the Citrus Division District Manager.

## 14. Submitting Specimens for Identification

- a. If an ACP specimen is observed when servicing the trap, the entire trap containing the suspect insect(s) should be collected and returned to the county

- office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
- b. Immediately contact the Citrus Division District Manager.
  - c. Submit the entire trap, leaving the suspect ACP(s) on the trap, for identification to the Plant Pest Diagnostics Center (PPDC) in Sacramento, California as efficiently and quickly as possible, but no longer than 24-hours.
  - d. If the suspect ACP is alive on the trap, place the trap in the freezer for at least one hour to kill the specimen. Do not transport live specimens!
  - e. Mailing address to submit specimens:

Plant Pest Diagnostics Center  
3294 Meadowview Road  
Sacramento, CA 95832

- f. All suspect specimens should be submitted along with Form 65-020, the e-PDR. The website for the e-PDR is <http://phpps.cdfa.ca.gov>. Persons submitting this form will need a username and a password.
- g. Notify the Citrus Division District Manager and the State Entomologist, Dr. Beucke at [Kyle.Beucke@cdfa.ca.gov](mailto:Kyle.Beucke@cdfa.ca.gov) prior to sending the suspect specimens, so they can notify the PPDC that specimen are on the way. Include the e-PDR number in this communication.



**Attachment 1 - Tiering Strategy Checklist**

Start Date:	October 1, 2021
Project Leader:	Lynda Schrumph
Description of Activity:	Asian citrus psyllid yellow panel traps are hung in or near host plants during the prescribed trapping season. Residents are notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Asian citrus psyllid trapping is conducted within the whole of COUNTY NAME County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Asian citrus psyllid host plants on or near them.

**Part A**

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Asian citrus psyllid
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.1

**Part B**

		Check Applicable Requirements
<b>General Requirements</b>		
Conduct activity as described in Chapters 2 and 3 of PEIR		✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
<b>Activity Site Specific Review</b>		
<b>Database</b>	<b>Date Reviewed</b>	<b>Mitigation If Any</b>
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
<b>Management Practices</b>	
<b>MP-SPRAY-1:</b> Conduct a Site Assessment	
<b>MP-SPRAY-2:</b> Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
<b>MP-SPRAY-3:</b> Follow pesticide application laws and regulations, and label directions	✓
<b>MP-SPRAY-4:</b> Apply chemicals only under favorable weather conditions	
<b>MP-SPRAY-5:</b> Follow integrated pest management and drift reduction techniques	
<b>MP-SPRAY-6:</b> Clean equipment and dispose of rinse water per label directions	✓
<b>MP-SPRAY-7:</b> Follow appropriate product storage procedures	✓
<b>MP-AERIAL-1:</b> Use appropriate aerial spray treatment procedures	
<b>MP-GROUND-1:</b> Follow appropriate ground-rig foliar treatment procedures	
<b>MP-GROUND-2:</b> Follow appropriate low-pressure backpack treatment procedures	
<b>MP-GROUND-3:</b> Train personnel in proper use of pesticides	✓
<b>MP-GROUND-4:</b> Enforce runoff and drift prevention	
<b>MP-HAZ-1:</b> Implement a Spill Contingency Plan	✓
<b>MP-HAZ-2:</b> Use safety and cleanup materials checklist	✓
<b>MP-HAZ-3:</b> Implement decontamination	✓
<b>MP-HAZ-4:</b> Follow appropriate disposal procedures	✓
<b>Mitigation Measures</b>	
<b>Mitigation Measure BIO-CHEM-2:</b> CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
<b>Mitigation Measure HAZ-GEN-4a:</b> Determine Potential for Hazardous Materials Exposure	✓
<b>Mitigation Measure HAZ-GEN-4b:</b> Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
<b>Mitigation Measure HAZ-GEN-4c:</b> Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
<b>Mitigation Measure HAZ-CHEM-1a:</b> Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
<b>Mitigation Measure HAZ-CHEM-1b:</b> Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
<b>Mitigation Measure HAZ-CHEM-3:</b> Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
<b>Mitigation Measure NOISE-PHYS-1:</b> Conduct Activities during the Daytime	
<b>Mitigation Measure WQ-CHEM-2:</b> Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
<b>Mitigation Measure WQ-CHEM-5:</b> Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
<b>Mitigation Measure WQ-CUM-1:</b> Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

## Part C

	Y/N	Justification/Rationale
<b>Step 1</b>		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
<b>Step 2</b>	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
<b>Step 3</b>	Attach tiered CEQA document, and identify additional requirements from that document	

**Confirmation of Implementation (following completion of activity)**

Project Leader Name:	Lynda Schrumppf
Signature*:	
End Date:	

\*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

County: KINGS

Fiscal Year: 2021-22

# TRAPPING HOURS/YEAR WORKSHEET

Green = fillable cells to be completed by the County.

Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!

## TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DETECTION												
DELIMITATION												
COMMERCIAL												

☐ weekly servings

☐ biweekly servings

☐ monthly servings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
Detection	200	x	9.00	=	1,800
Detection		x		=	0
Delimitation	50	x	9.00	=	450
Delimitation		x		=	0
Delimitation		x		=	0
Commercial		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
Total:					2,250

NOTE: serv/year\*. Insert figure from Servings per Year sheet, 66\_223A.

DETECTION:	1,800	÷	2.76	=	652.17	x 1.1 (10%)	717.39
	(A)		(B)		(C)		(D)
DELIMITATION:	450	÷	2.76	=	163.04	x 1.1 (10%)	179.35
	(A)		(B)		(C)		(D)
COMMERCIAL:	0	÷		=	0	x 1.1 (10%)	0.00
	(A)		(B)		(C)		(D)
					TOTAL:		896.74

A = Servings/year/trap - calculated electronically.

B = Average # of traps serviced per hour - figure entered by person completing work sheet.

C = Hours/year - calculated electronically.

D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.



## Servicings per Year Table

	Weekly	Bi-weekly	1x / month
1 mo	4.33	2.17	1.00
2 mo	8.67	4.33	2.00
3 mo	13.00	6.50	3.00
4 mo	17.33	8.67	4.00
5 mo	21.67	10.83	5.00
6 mo	26.00	13.00	6.00
7 mo	30.33	15.17	7.00
8 mo	34.67	17.33	8.00
9 mo	39.00	19.50	9.00
10 mo	43.33	21.67	10.00
11 mo	47.67	23.83	11.00
12 mo	52.00	26.00	12.00

Formula: Number of months divided by twelve (= fraction of year), multiplied by the number of weeks in a year, divided by the servicing interval (i.e.,  $52/2$  = biweekly servicing).

For example: 8-month/biweekly =  $8/12 = .66 \times 52 = 34.66/2 = 17.33$ .

8/12/2021

**California Department of Food and Agriculture**

**Agreement Name:** ACP Detection Agreement

**Agreement Number:**

**County:**

**Remit to:** Stephanie Jacobs (Stephanie.Jacobs@cdfa.ca.gov) and [designated CPDPD supervisor]

**Invoice Number:**

**Billing Period:**

**Asian Citrus Psyllid Detection Program**

**Agreement Number:**

**October 1, 2021 - MM/DD/YYYY**

**Invoice for Period from [Month, Date, Year]**

**Personnel Services**

Employee Name and Classification	Hours	Rate	Benefits	Total Salaries
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
<b>Total Hours:</b>	<u>0.00</u>		<b>Total Salaries:</b>	<u>\$0.00</u>
<b>Total Personnel Services:</b>				<u>\$0.00</u>
<b>Indirect (up to 25% of Personnel Services):</b>				<u>\$0.00</u>
<b>Total Personnel Services:</b>				<u>\$0.00</u>

**Operating Expenses**

Supplies		\$0.00
Subcontractor		\$0.00
Other Items of Expense		\$0.00
<b>Total Operating Expenses:</b>		<u>\$0.00</u>

**Vehicle Usage**

	Miles	Rate	
Vehicle Mileage	0.00	0.560	\$0.00
<b>Total Mileage Cost:</b>			<u>\$0.00</u>

**Total Operating Expenses**

**Grand Total:**

Agreement Amount  
Billed to Date  
Balance

\$0.00
\$0.00
\$0.00

\$0.00
\$0.00

FY 2021-22 Asian Citrus Psyllid (ACP) Trapping Financial Plan

10/2019

Orange = Instructions.

HOURLY RATE w/o BENEFITS	HOURS	SALARY
\$43.87	80.00	\$3,510.00
\$26.40	50.00	\$1,320.00
\$0.00	0.00	\$0.00
\$0.00	0.00	\$0.00
\$0.00	0.00	\$0.00
\$0.00	0.00	\$0.00
\$0.00	0.00	\$0.00



8  
9  
10

6. BENEFITS - Non-Detection Staff

1 Deputy Ag Commissioner/Sealer Deputy Ag Commissioner/Sealer  
2 Clerical Clerical  
3  
4  
5  
6  
7  
8  
9  
10

25.00 % Overhead (Not to exceed 25%)

\$0.00	0.00	\$0.00
\$0.00	0.00	\$0.00
\$0.00	0.00	\$0.00
Subtotal:		\$4,830.00

BENEFIT RATE (%)	SALARY	BENEFIT COST
40.0000%	\$3,610.00	\$1,404.00
40.0000%	\$1,320.00	\$528.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
Subtotal:		\$1,932.00

NON-DETECTION STAFF SUBTOTAL: \$6,762.00

SALARIES	BENEFITS	OVERHEAD COST
\$32,156.00	\$12,862.00	\$11,256.00
TOTAL PERSONNEL COST:		

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

Description	COST
1 Office Supplies	\$97.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST:	

C. SUBCONTRACTOR TITLE

HOURLY RATE	HOURS	COST
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL SUBCONTRACTOR COST:		

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
1.00	9.00	2065.00	\$0.580	\$10,779.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.000	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.000	\$0.00
VEHICLE COST TOTAL:					\$10,779.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST:	

\* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

\* Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

FY 2021-22 ACP Trapping Cost: \$67,149.00

FY 2021-22 & 22-23 ACP Trapping Total Cost: \$92,093.00

COMMENTS:

Green = fillable cells to be completed by the County.

Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!

Orange = instructions.

## A. PERSONNEL

## 1. STAFF - Detection Trappers

Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Ag & Standards Inspector	Ag & Standards Inspector	8.00	30.00	240.00
2 Ag & Standards Aide	Ag & Standards Aide	8.00	7.25	58.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
6		0.00	0.00	0.00
7		0.00	0.00	0.00
8		0.00	0.00	0.00
9		0.00	0.00	0.00
10		0.00	0.00	0.00
11		0.00	0.00	0.00
12		0.00	0.00	0.00
13		0.00	0.00	0.00
14		0.00	0.00	0.00
15		0.00	0.00	0.00
Subtotal:				298.00

## 2. SALARIES - Detection Trappers

Employee Name	Title	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Ag & Standards Inspector	Ag & Standards Inspector	\$34.20	240.00	\$8,208.00
2 Ag & Standards Aide	Ag & Standards Aide	\$20.38	58.00	\$1,182.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
6		\$0.00	0.00	\$0.00
7		\$0.00	0.00	\$0.00
8		\$0.00	0.00	\$0.00
9		\$0.00	0.00	\$0.00
10		\$0.00	0.00	\$0.00
11		\$0.00	0.00	\$0.00
12		\$0.00	0.00	\$0.00
13		\$0.00	0.00	\$0.00
14		\$0.00	0.00	\$0.00
15		\$0.00	0.00	\$0.00
Subtotal:				\$9,390.00

## 3. BENEFITS - Detection Trappers

Employee Name	Title	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Ag & Standards Inspector	Ag & Standards Inspector	40.0000%	\$8,208.00	\$3,283.00
2 Ag & Standards Aide	Ag & Standards Aide	40.0000%	\$1,182.00	\$473.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
8		0.0000%	\$0.00	\$0.00
9		0.0000%	\$0.00	\$0.00
10		0.0000%	\$0.00	\$0.00
11		0.0000%	\$0.00	\$0.00
12		0.0000%	\$0.00	\$0.00
13		0.0000%	\$0.00	\$0.00
14		0.0000%	\$0.00	\$0.00
15		0.0000%	\$0.00	\$0.00
Subtotal:				\$3,756.00

DETECTION STAFF SUBTOTAL: \$13,146.00

## 4. STAFF - Non-Detection

Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Deputy Ag Commissioner/Sealer	Deputy Ag Commissioner/Sealer	8.00	5.00	40.00
2 Clerical	Clerical	8.00	5.00	40.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
6		0.00	0.00	0.00
7		0.00	0.00	0.00
8		0.00	0.00	0.00
9		0.00	0.00	0.00
10		0.00	0.00	0.00
Subtotal:				80.00

## 5. SALARIES - Non-Detection Staff

Employee Name	Title	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Deputy Ag Commissioner/Sealer	Deputy Ag Commissioner/Sealer	\$43.87	40.00	\$1,755.00
2 Clerical	Clerical	\$26.40	40.00	\$1,056.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
6		\$0.00	0.00	\$0.00

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\$0.00	0.00	\$0.00
\$0.00	0.00	\$0.00
\$0.00	0.00	\$0.00
\$0.00	0.00	\$0.00
Subtotal:		\$2,811.00

6. BENEFITS - Non-Detection Staff

1 Deputy Ag Commissioner/Sealer	Deputy Ag Commissioner/Sealer
2 Clerical	Clerical
3	
4	
5	
6	
7	
8	
9	
10	

BENEFIT RATE (%)	SALARY	BENEFIT COST
40.0000%	\$1,755.00	\$702.00
40.0000%	\$1,056.00	\$422.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
Subtotal:		\$1,124.00

NON-DETECTION STAFF SUBTOTAL: \$3,935.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$12,201.00	\$4,880.00	\$4,270.00
TOTAL PERSONNEL COST:		\$21,351.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

		COST
1		\$0.00
2		\$0.00
3		\$0.00
4		\$0.00
TOTAL SUPPLY COST:		\$0.00

C. SUBCONTRACTOR

TITLE	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
TOTAL SUBCONTRACTOR COST:			\$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES		NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
1.00		3.00	2065.00	\$0.580	\$3,593.00
STATE VEHICLES		NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00		0.00	0.00	\$0.000	\$0.00
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.000	\$0.00
VEHICLE COST TOTAL:					\$3,593.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	COST	
1	\$0.00	
2	\$0.00	
3	\$0.00	
4	\$0.00	
TOTAL SUPPLY COST:		\$0.00

\* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

\* Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENTS:

FY 2022-23 ACP Trapping Cost: \$24,944.00





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

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

**SUBJECT:** AMENDMENT TO AN AGREEMENT WITH JDT CONSULTANTS,  
INCORPORATED FOR THERAPEUTIC BEHAVIORAL AND INTENSIVE  
HOME BASED SERVICES

**SUMMARY:**

**Overview:**

Kings County Behavioral Health (KCBH) is seeking approval of Amendment #1 to Agreement #19-090 with JDT Consultants. The original agreement was approved by the Board on September 10, 2019. On June 25, 2021 the contract was extended for an additional year through June 30, 2022. At this time, KCBH is requesting to approve the amendment to include Intensive Home Based Services (IHBS) and to further extend the contract to terminate on June 30, 2024.

**Recommendation:**

**Amend the agreement with JDT for Therapeutic Behavioral and Intensive Home Based Services from November 2021 through June 30, 2024.**

**Fiscal Impact:**

There is no impact to the County General Fund. This is a fee for service agreement with a maximum agreement amount for Fiscal Year (FY) 2021/2022, FY 2022/2023, and FY 2023/2024 for \$382,131 each FY. Expenses under this agreement and sufficient revenue for expenses were included in the Department's FY 2021/2022 Adopted Budget, in Budget Unit 422200.

**BACKGROUND:**

Therapeutic Behavioral Services (TBS) is an Early and Periodic Screening, Diagnosis and Treatment (EPSDT) supplemental specialty mental health service. TBS is utilized as a short-term and intensive outpatient treatment intervention for individuals under the age of 21, who are experiencing a serious emotional disturbance(s) (SED), a stressful transition or life crisis, and would benefit from behavioral focused support 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**

### **AMENDMENT TO AN AGREEMENT WITH JDT CONSULTANTS, INCORPORATED FOR THERAPEUTIC BEHAVIORAL AND INTENSIVE HOME BASED SERVICES**

**December 7, 2021**

**Page 2 of 2**

TBS is not a stand-alone treatment, it is intended to supplement ongoing specialty mental health services through working with children, their caregivers, and their current mental health treatment provider to maintain residential placement.

Intensive Home Based Services (IHBS) are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a beneficiary's functioning and are aimed at helping the beneficiary build skills necessary for successful functioning in the home and community and improving the beneficiary's family ability to help the beneficiary successfully function in the home and community.

Behavioral Health is seeking approval to approve the Amendment #1 to Agreement #19-090 with JDT and extend it in order to meet service requirements and compliance with service offerings to consumers under the County Mental Health Plan.

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

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

**COUNTY OF KINGS  
FIRST AMENDMENT TO AGREEMENT**

This first amendment (“1<sup>st</sup> Amendment”) to the Agreement (“Agreement”) is entered into on \_\_\_\_\_, 2021 (the “Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”), and JDT Consultants Inc., a California corporation (singularly a “Party” and collectively the “Parties”).

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

WHEREAS, the Contractor provides Therapeutic Behavioral Service (“TBS”) under the Agreement the Parties entered into on or about July 1, 201;

WHEREAS, the County exercised its option to extend the Agreement to June 30, 2022;

WHEREAS, County also requires Intensive Home Based Services (“IBHS”) for beneficiaries (“Beneficiaries”) of Kings County Behavioral Health (“KCBH”);

WHEREAS, IBHS are individualized, strength based interventions designed for ameliorating mental health conditions by fostering and building the skills Beneficiaries need to successfully function at home and the community;

WHEREAS, the Parties intend to expand the services under the Agreement by adding IBHS to Contractor’s obligations;

WHEREAS, the Parties intend to increase the term of the Agreement to terminate on June 30, 2024;

WHEREAS, Section 6 of the Agreement authorizes the Parties to modify the Agreement with the execution of a written amendment; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform IHBS, in addition to TBS.

NOW, THEREFORE, the Parties agree as follows:

1. Section 4 is replaced in its entirety with the following:

This Agreement commences on July 1, 2019, and terminates on June 30, 2024, unless otherwise terminated in accordance with its terms.

2. Section 6 is replaced in its entirety with the following:

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

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

3. The revised scope of work setting forth Contractor's obligations to provide TBS and IHBS is attached to this 1<sup>st</sup> Amendment as **Revised Exhibit A**. The scope of work identified as **Exhibit A** in the Agreement remains valid for the period beginning July 1, 2019, and ending June 30, 2021. **Revised Exhibit A** operates on the Effective Date.

4. The revised budget setting forth Contractor's compensation is attached to this 1<sup>st</sup> Amendment as **Revised Exhibit B**. The budget identified as **Exhibit B** in the Agreement remains valid for the period beginning July 1, 2019, and ending June 30, 2021. **Revised Exhibit B** operates on the Effective Date.

5. The recitals and exhibits are integral to this 1<sup>st</sup> Amendment and are incorporated into this 1<sup>st</sup> Amendment by this reference.

6. The Agreement is attached to this 1<sup>st</sup> Amendment as **Exhibit G**.

7. The letter noticing Contractor that County exercised its option to extend the term of the Agreement is attached to this 1<sup>st</sup> Amendment as **Exhibit H**.

8. All other terms and conditions of the Agreement remain in full force and effect.

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

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

**SIGNATURES ON FOLLOWING PAGE**



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

COUNTY OF KINGS

JDT CONSULTANTS INC.

By: \_\_\_\_\_  
Craig Pedersen, Chair  
Kings County Board of Supervisors

*Jana Todd*  
By: 97D4B46BD49C16B21771E211EBB02097 readysign  
Jana D. Todd, LCSW, CEO

ATTEST

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

APPROVED AS TO FORM  
Diane Freeman, Interim County Counsel

By: \_\_\_\_\_  
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

**Revised Exhibit A:** Scope of Work

**Revised Exhibit B:** Compensation/Budget

**Exhibit G:** Agreement

**Exhibit H:** Letter exercising option

## **Revised Exhibit A**

JDT Consultants Inc.

### **SCOPE OF WORK**

July 1, 2021 to June 30, 2024

Contractor shall provide Therapeutic Behavioral Services (TBS) and Intensive Home Based Services (IHBS) to Kings County children/youth who are eligible for Medi-Cal, meet criteria for medical necessity, and are authorized by Kings County Behavioral Health (KCBH).

#### **Description of the TBS Model**

TBS is an intensive, one-to-one, face-to-face, short-term outpatient treatment intervention for beneficiaries under the age of 21 with serious emotional disturbance (SED) who are experiencing a stressful transition or life crisis and need additional, short-term, specific support services. These services shall be available to beneficiaries with difficult behaviors who require one-on-one assistance and who may be at risk of psychiatric hospitalization. TBS is not a “stand alone” service, and is intended to supplement other specialty mental health services by addressing one to three behaviors that jeopardize the beneficiary’s ability to remain in his or her current home. The Contractor shall provide the beneficiary with skills to effectively manage the behavior(s) or symptom(s) that is the barrier to achieving residence at the lowest appropriate level. TBS services shall be provided in the beneficiary’s home and other environments where the beneficiary’s behaviors occur.

#### **Description of Intensive Home Based Services**

Intensive Home-Based Services (IHBS) are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a beneficiary’s functioning and are aimed at helping the beneficiary build skills necessary for successful functioning in the home and community and improving the beneficiary’s family ability to help the beneficiary successfully function in the home and community.

IHBS support the engagement and participation of the beneficiary and his/her significant support persons and to help the beneficiary develop skills and achieve the goals and objectives of the treatment and the Child/Family Treatment (CFT) plan.

#### **A. TBS Criteria**

1. Eligible beneficiaries shall meet all of the following criteria:
  - a. Are under the age of 21;
  - b. Have full-scope Medi-Cal;
  - c. Meet medical necessity criteria for these Specialty Mental Health Services (SMHS) as set forth in CCR, Title 9, Section 1830.205 or Section 1830.210;
  - d. Be currently receiving mental health services from the County’s Mental Health Plan (MHP).
  - e. Meet one of the following criteria:
    - i. Be residing in/being considered for a Short Term Residential Therapeutic Program (STRTP);

## **Revised Exhibit A**

- ii. Have had at least one emergency psychiatric hospitalization within the last 24 months;
- iii. Be at risk for a psychiatric hospitalization; or
- iv. Be at risk for being removed from home placement.

### **B. IHBS Criteria**

1. Eligible beneficiaries shall meet all of the following criteria:
  - a. Are under the age of 21;
  - b. Have full-scope Medi-Cal;
  - c. Meet medical necessity criteria for these Specialty Mental Health Services (SMHS) as set forth in CCR, Title 9, Section 1830.205 or Section 1830.210;
  - d. Be currently receiving mental health services from the County's Mental Health Plan (MHP);
  - e. Currently receiving Intensive Care coordination Services (ICC).
2. IHBS may be provided to beneficiaries who:
  - a. Are receiving, or being considered for, Wraparound;
  - b. Are receiving, or being considered for, a specialized care rate due to behavioral health needs;
  - c. Are being considered for other intensive SMHS, including, but not limited to, TBS, or are receiving crisis stabilization/intervention services;
  - d. Are currently in, or being considered for, high-level-care institutional settings, such as group homes or Short-Term Residential Therapeutic Programs (STRTPs);
  - e. Have been discharged within 90 days from, or currently reside in, or are being considered for placement in, a psychiatric hospital or 24-hour mental health treatment facility [e.g. psychiatric inpatient hospital, psychiatric health facility (PHF), community treatment facility, etc.];
  - f. Have experienced two or more mental health hospitalizations in the last 12 months;
  - g. Have experienced two or more placement changes, within 24 months, due to behavioral health needs;
  - h. Have been treated with two or more antipsychotic medications, at the same time, over a three-month period [Healthcare Effectiveness Data Information Set (HEDIS) Specification for Antipsychotics in Children and Adolescents (APC)];
  - i. If the beneficiary is zero through five years old and has more than one psychotropic medication, the beneficiary is six through 11 years old and has more than two psychotropic medications, or the beneficiary is 12 through 17 years old and has more than three psychotropic medications;
  - j. If the beneficiary is zero through five years old and has more than one mental health diagnosis, the beneficiary is six through 11 years old and has more than two mental health diagnoses, or the beneficiary is 12 through 17 years old and has more than three mental health diagnoses;

## **Revised Exhibit A**

- k. Have two or more emergency room visits in the last 6 months due to primary mental health condition or need, including, but not limited to, involuntary treatment under California Welfare and Institutions Code section 5585.50;
- l. Have been detained, pursuant to W&I sections 601 and 602, primarily due to mental health needs; or
- m. Have received SMHS within the last year, and have been reported homeless within the prior six months.

### **C. Authorization and Reauthorization for TBS and IHBS**

- 1. All TBS and IHBS referrals shall be reviewed and authorized by the County prior to contractor rendering services. Services provided without approval of the County shall not be reimbursed.
- 2. Services shall be approved by County for either 30 or 60 days at a time, and are expected to produce the desired changes within a few months. Initial 30 day authorization shall include the TBS or IHBS assessment and Plan of Care. Monthly reauthorization meetings between County and the Contractor shall include the following:
  - a. Beneficiary progress toward behaviors targeted in the Plan of Care in measurable terms. The current frequency and duration of behaviors will be compared to the prior authorization period;
  - b. Behaviors by the beneficiary as well as precipitating events that are rendering their current placement at risk will be identified, and a specific intervention plan will be determined;
  - c. Successful interventions in decreasing the beneficiary's target behaviors during the prior review period will be discussed. Types of interventions to be employed in the next authorization period will be overviewed;
  - d. The strategies and effectiveness of involving the beneficiary's care provider during the previous authorization period will be discussed. Additional strategies for involving the beneficiary's care provider during the upcoming authorization period will be identified;
  - e. The plan for titration and discontinuance of TBS or IHBS in the upcoming authorization period will be determined. The days and hours of service will be identified;
  - f. The next reauthorization date will be established.

### **D. Services**

- 1. Contractor shall be available to accept referrals from County for TBS and IHBS service delivery on a daily basis.
- 2. Upon receipt of an authorized TBS or IHBS referral, Contractor shall contact family within 24-48 hours of receiving referral.
- 3. Contractor will make efforts to assess each beneficiary referred within 1-3 working days.
- 4. TBS and IHBS assessments shall be completed within the first 10 days of service by a licensed/waivered staff person.

## **Revised Exhibit A**

5. TBS and IHBS assessments shall establish Medical Necessity for TBS or IHBS by evaluating the beneficiary's current behavior (presenting problem/impairment) and documenting the following:
  - a. How the behavior causes a significant impairment in an important area of life functioning; and
  - b. A reasonable probability of significant deterioration in an important area of life functioning without TBS or IHBS services, or
  - c. A reasonable probability that the beneficiary would not progress developmentally as individually appropriate without TBS or IHBS services.
6. During the first 30 days of service services should range between 6-12 hours per week. If more hours are required, Contractor should contact with the County's Children's System of Care Program Manager for authorization.
7. Contractor shall match the beneficiary with a coach or coaches for TBS and behavior specialists for IHBS. The matching process between the beneficiary and coach(es) or behavioral specialist is an important component of the TBS model and IHBS and shall take into consideration factors that include:
  - a. Cultural background;
  - b. The beneficiary's and/or provider's primary language;
  - c. Beneficiary age and gender;
  - d. The coach and behavior specialists experience and training in working with the beneficiary's target behaviors;
  - e. The beneficiary's disabilities or handicaps;
  - f. Known beneficiary and care provider needs, strengths, and family dynamics.
8. Contractor shall develop a Plan of Care for each beneficiary served, and include identification of the following:
  - a. Behaviors exhibited by the beneficiary that are rendering their current placement at risk, and the need of intervention
  - b. The precipitating event(s), frequency and duration of each target behavior
  - c. Days and hours of service, based on the beneficiary's needs
  - d. Specific interventions to be employed to address the target behaviors
  - e. Strategies for involving the beneficiary's care provider
  - f. The plan for titration and discontinuance of TBS or IHBS services, as improvements occur
    - i. If applicable, a plan for transition to adult services when the beneficiary turns 21 years old and is no longer eligible for TBS or IHBS
  - g. A Safety Plan, which will include the following:
    - i. Vital information for an anticipated crisis
    - ii. Interventions to be undertaken by the a coach or behavioral specialists is not present with the beneficiary and caretaker
9. Contractor shall accept expedited referrals from County. Contractor will contact family the same day the referral is received and schedule an assessment with 24-48 hours.

### **E. Progress Notes and Documentation**

1. Documentation is required each day that TBS or IHBS is delivered. All direct service documentation shall be completed in accordance with County's documentation guidelines.
2. Progress notes shall include a comprehensive summary covering the time that services were provided, but need not document every minute of service time.

## **Revised Exhibit A**

## **Revised Exhibit A**

3. Progress notes shall be co-signed by a licensed mental health professional (LMHP) if the TBS coach or IHBS behavior specialists is providing the service is not an LMHP.
4. TBS and IHBS progress notes shall clearly and specifically document the following:
  - a. Whether there have been significant changes in the beneficiary's environment since the initial development of the TBS or IHBS Plan of Care
  - b. Whether TBS or IHBS provided to the beneficiary has not been effective and the beneficiary is not making progress toward identified goals
    - i. In this situation, there must be documented evidence in the chart and any additional information from the contractor indicating that they have considered alternatives, and only requested additional hours/days for TBS or IHBS based on the documented expectation that additional time will be effective.
  - c. Whether progress is being made in stabilizing the behaviors and/or symptoms by changing or eliminating maladaptive behaviors and increasing adaptive behaviors.
5. Contractor only bills for direct services, documentation not to exceed 30 minutes per service and travel time not to exceed 90 minutes per service).

### **E. Staffing**

1. Contractor agrees to provide adequate staffing for TBS and IHBS services in Kings County as detailed in this Scope of Work.
2. Contractor shall compose a staff that reflects the population being served, both culturally and linguistically.

### **F. Contractor Deliverables**

1. Contractor shall comply with all reporting requirements from County
2. Contractor shall adhere to County's utilization and compliance review processes.
3. Contractor shall identify a suitable representative to attend regularly scheduled meetings or other meetings scheduled by the Director of Behavioral Health of his/her designee. Meetings may include, but are not limited to case staffing, child and family team meetings, and contract monitoring meetings.
4. Contractor shall provide trainings to their staff to enhance and enrich their clinical expertise and the values of wellness and recovery. Trainings shall include annual **Confidentiality/Health Information Portability and Accountability Act** (HIPAA) training with an annual renewal of a signed confidentiality statement and Four (4) hours of training **must** be related to **Culturally and Linguistically Appropriate Services** (CLAS) standards.

### **G. Provider Grievance Procedure**

1. Contractor may appeal a denied, terminated, or modified request for services from County. The written appeal shall be submitted to County within thirty (30) calendar days of the postmark of the notification of the denial, termination, or modification. Send appeal to:

Kings County Behavioral Health  
Managed Care Division  
460 Kings County Drive, Suite 101  
ATTN: Grievances/Appeals



# Revised Exhibit B

## Budget

### KINGS COUNTY JDT PROJECTED TBS IHBS BUDGET: FY 21/22, 22/23 23/24

OPERATING EXPENSES:						
1060	Telephone	Land Lines and Cellular Phones				2,500.00
1061	Answering Services					
1062	Postage					224.00
1070	Printing/Reproduction					125.00
1071	Publications					0.00
1072	Legal Notices/Advertising					391.00
1080	Office Supplies					4,200.00
1090	Household Supplies					0
1100	Medication Services					0.00
1120	Program Supplies -	Therapeutic Supplies				19,586.00
1122	Program Supplies -	Incentives, Graduations, Activities				17,985.00
1130	Transportation of Clients					514.00
1140	Staff Mileage					12,448.00
1141	Staff Travel (Out of County)					0.00
1150	Staff Training/Registration					3,000.00
1151	Lodging					0.00
1152	Other Operating Expenses (list)					
OPERATING EXPENSES TOTAL						\$ 60,973.00
FINANCIAL SERVICES EXPENSES:						
1160	Administrative Overhead					0.00
1161	External Audit					1,500.00
1170	Worker's Compensation Insurance					2,200.00
1171	Liability Insurance					2,200.00
1172	Insurance-	Auto & EPLI				1,754.00
1173	Other (list)	Sexual Molestation				250.00
FINANCIAL SERVICES TOTAL						\$ 7,904.00
SPECIAL EXPENSES (Consultant/Specialist):						
1180	Computer/Email Maintenance & Repair/Software/Encryption					2,000.00
1181	Interpreter Services					1,000.00
SPECIAL EXPENSE TOTAL						\$ 3,000.00
FIXED ASSETS:						
2000						
2001						
FIXED ASSETS TOTAL						
TOTAL PROJECTED EXPENSES						\$ 382,131.00
PROJECTED REVENUE:						
				Vol/Units		
				of Svs	Rate	
3000	TBS Services			90,984	2.1	\$ 191,065.50
3100	IHBS Services			90,984	2.1	\$ 191,065.50
3200						
REVENUE TOTAL						
TOTAL PROJECTED REVENUE						\$ 382,131.00
Cost per unit						2.1



## **Exhibit G**

### **AGREEMENT FOR SERVICES BETWEEN THE COUNTY OF KINGS AND JDT CONSULTANTS INC.**

THIS AGREEMENT is made and entered into as of the 1st day of July, 2019, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and JDT Consultants Inc., a California for-profit organization (hereinafter "Contractor").

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

WHEREAS, County requires professional Therapeutic Behavioral Services (TBS), in compliance with Kings County Behavioral Health's Policies and Procedures, to Kings County Medi-Cal beneficiaries who meet the criteria to establish eligibility for TBS.

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, certificate of tax-exempt status, 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 \$382,131 for Fiscal Year 2019/2020 and \$382,131 fir Fiscal Year 2020/2021.

## **Exhibit G**

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 shall **commence on July 1, 2019**, and shall **terminate on June 30, 2021**, unless otherwise terminated in accordance with its terms. County shall have the option to extend this Agreement for one (1) additional year on the same terms and conditions.

### **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.

### **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



## Exhibit G

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.

## Exhibit G

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.



## **Exhibit G**

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

### **12. CONFIDENTIALITY**

Contractor shall not use County confidential information for any purpose other than

## **Exhibit G**

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, or sexual orientation.

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

### **16. ASSIGNMENT**

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

### **17. UNFORESEEN CIRCUMSTANCES**

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



## **Exhibit G**

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**

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:**

COUNTY OF KINGS  
1400 W. LACEY BLVD.  
HANFORD, CA 93230

**CONTRACTOR:**

JDT CONSULTANTS, INC.  
4205 WEST GARDEN DRIVE  
FRESNO CA, 93722

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.

## **Exhibit G**

### **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. 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.

### **25. 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 (OMH) national Culturally and Linguistically Appropriate Standards (CLAS), and will be demonstrated through policies, training and cultural competency plans its efforts address the CLAS requirements.

### **26. 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.



## Exhibit G

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

County of Kings

Contractor

By: Joe Neves  
Joe Neves, Chairman

Jana D. Todd  
Jana D. Todd, LCSW, CEO  
JDT Consultants Inc.

ATTEST:

SEP 10 2019

Melanie Curtis, Deputy  
Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

Sande Huddleston  
Sande Huddleston

APPROVED AS TO FORM:  
Lee Burdick, County Counsel

By: Juliana F. Gmur  
Juliana F. Gmur, Assistant County Counsel

Exhibits/Attachments:

**Exhibit A:** Scope of Work

**Exhibit B:** Budget

**Exhibit C:** Kings County ADA Grievances Procedures

**Exhibit D:** Assurances and Certifications

**Exhibit E:** Branding

**Exhibit F:** BAA/HIPAA

**Exhibit G**

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**EXHIBIT A**  
JDT Consultants Inc.  
**SCOPE OF WORK**  
**July 1, 2019 – June 30, 2021**

Contractor shall provide Therapeutic Behavioral Services (TBS) to Kings County children/youth who are eligible for Medi-Cal, meet criteria for medical necessity, and are referred by Kings County Behavioral Health (KCBH). The program will be identified as TBS and individuals participating in TBS will be referred to as "clients."

**Description of the TBS Model**

TBS is an intensive, one-to-one, face-to-face, short-term outpatient treatment intervention for individuals under the age of 21 with serious emotional disturbance (SED) who are experiencing a stressful transition or life crisis and need additional, short-term, specific support services. These services shall be available to children with difficult behaviors who require one-on-one assistance and who may be at risk of psychiatric hospitalization. TBS is not a "stand alone" service, and is intended to supplement other specialty mental health services by addressing one to three behaviors that jeopardize the child's ability to remain in his or her current home. The Contractor shall provide the client with skills to effectively manage the behavior(s) or symptom(s) that is the barrier to achieving residence at the lowest appropriate level. TBS services shall be provided in the client's home and other environments where the client's behaviors occur.

**A. Kings County TBS Criteria**

Eligible children/youth shall meet all of the following criteria:

- a. Be 21 years of age or younger
- b. Have full-scope Medi-Cal
- c. Be currently receiving mental health services from Kings County Behavioral Health (KCBH) or a contracted Mental Health Plan (MHP) agency
- d. Meet one of the following criteria:
  - i. Be residing in/being considered for a group home (Level 12 or above) facility
  - ii. Have had at least one emergency psychiatric hospitalization within the last 24 months
  - iii. Be at risk for a psychiatric hospitalization
  - iv. Be at risk for being removed from home placement

**B. Authorization and Reauthorization**

- All TBS referrals shall be reviewed and authorized by KCBH prior to services being rendered. Services provided without approval of the KCBH shall not be reimbursed.
- Services shall be approved by KCBH for either 30 or 60 days at a time, and are expected to produce the desired changes within a few months.
- Initial 30 day authorization shall include the TBS assessment and Plan of Care.
- Monthly reauthorization meetings between KCBH and the Contractor shall include the following:



- Client progress toward behaviors targeted in her/her Plan of Care in measurable terms. The current frequency and duration of behaviors will be compared to the prior authorization period.
- Behaviors by the client as well as precipitating events that are rendering their current placement at risk will be identified, and a specific intervention plan will be determined.
- Successful interventions in decreasing the client's target behaviors during the prior review period will be discussed. Types of interventions to be employed in the next authorization period will be overviewed.
- The strategies and effectiveness of involving the client's care provider during the previous authorization period will be discussed. Additional strategies for involving the client's care provider during the upcoming authorization period will be identified.
- The plan for titration and discontinuance of TBS in the upcoming authorization period will be determined.
- The days and hours of service will be identified.
- The next reauthorization date will be established.

**C. Services**

- Contractor shall be available to accept referrals from KCBH for TBS service delivery on a daily basis.
- Upon receipt of an authorized TBS referral, Contractor shall contact family within 24-48 hours of receiving referral.
- Contractor will make efforts to assess each child/youth referred within 1-3 working days.
- A TBS Assessment shall be completed within the first 10 days of service by a licensed/waivered staff person.
- The TBS Assessment shall establish Medical Necessity for TBS by evaluating the child/youth's current behavior (presenting problem/impairment) and documenting the following:
  - How the behavior causes a significant impairment in an important area of life functioning.
  - A reasonable probability of significant deterioration in an important area of life functioning without TBS services, or
  - A reasonable probability that the client would not progress developmentally as individually appropriate without TBS services.
- During the first 30 days of service services should range between 6-12 hours per week. If more hours are required, Contractor should contact with the KCBH's Children's System of Care Program Manager for authorization.
- Contractor shall match the client with a coach or coaches. The matching process between the client and coach(es) is an important component of the TBS model and shall take into consideration factors that include:
  - Cultural background
  - The client's and/or provider's primary language
  - Consumer age and gender

- The coach's experience and training in working with the client's target behaviors
  - The client's disabilities or handicaps
  - Known client and care provider needs, strengths, and family dynamics
- Contractor shall develop a Plan of Care for each client served, and include identification of the following:
  - Behaviors exhibited by the client that are rendering their current placement at risk, and the need of intervention
  - The precipitating event(s), frequency and duration of each target behavior
  - Days and hours of service, based on the client's needs
  - Specific interventions to be employed to address the target behaviors
  - Strategies for involving the client's care provider
  - The plan for titration and discontinuance of TBS services, as improvements occur
    - If applicable, a plan for transition to adult services when the beneficiary turns 21 years old and is no longer eligible for TBS
  - A Safety Plan, which will include the following:
    - Vital information for an anticipated crisis
    - Interventions to be undertaken by the a coach is not present with the client and caretaker
- Contractor will accept expedited referrals from KCBH. Contractor will contact family the same day the referral is received and schedule an assessment with 24-48 hours.

**D. Progress Notes and Documentation**

- Documentation is required each day that TBS is delivered. All direct service documentation shall be completed in accordance with KCBH's documentation guidelines.
- Progress notes shall include a comprehensive summary covering the time that services were provided, but need not document every minute of service time.
- Progress notes shall be co-signed by a licensed mental health professional (LMHP) if the TBS coach providing the service is not an LMHP.
- TBS Progress notes shall clearly and specifically document the following:
  - Whether there have been significant changes in the client's environment since the initial development of the TBS Plan of Care
  - Whether TBS provided to the client has not been effective and the client is not making progress toward identified goals
    - In this situation, there must be documented evidence in the chart and any additional information from the provider indicating that they have considered alternatives, and only requested additional hours/days for TBS based on the documented expectation that additional time will be effective.
  - Whether progress is being made in stabilizing the behaviors and/or symptoms by changing or eliminating maladaptive behaviors and increasing adaptive behaviors



**E. Staffing**

- Contractor agrees to provide adequate staffing for TBS services in Kings County as detailed in this Scope of Work.
- Contractor shall compose a staff that reflects the population being served, both culturally and linguistically.

**F. Contractor Deliverables**

- Contractor shall comply with all reporting requirements from KCBH.
- Contractor shall adhere to KCBH's utilization and compliance review processes.
- Contractor shall identify a suitable representative to attend regularly scheduled meetings or other meetings scheduled by the Director of Behavioral Health of his/her designee. Meetings may include, but are not limited to case staffings, child and family team meetings, and contract monitoring meetings.

**G. Provider Grievance Procedure**

- Contractor may appeal a denied, terminated, or modified request for services from KCBH. The written appeal shall be submitted to KCBH within thirty (30) calendar days of the postmark of the notification of the denial, termination, or modification. Send appeal to:

Kings County Behavioral Health  
Managed Care Division  
460 Kings County Drive, Suite 101  
ATTN: Grievances/Appeals

**Exhibit G**

Page 1 of 3

**EXHIBIT -B**  
**KINGS COUNTY BUDGET FY 19/20 AND FY 20/21**

Budget Categories		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES</b>				
0001 TBS Supervisor (1)	100%		75,000.00	75,000.00
0002 TBS Coaches (4)	100%		160,000	160,000.00
0003 TBS Program Manager	10%	3,400.00		3,400.00
0004 TBS Administrative Assistant	10%	2,500.00		2,500.00
0005 TBS Medical Records Clerk	10%	2,500.00		2,500.00
0006 Full-Charge Bookkeeper	10%	3,400.00		3,400.00
0007 Chief Executive Officer	5%	4,000.00		4,000.00
0008				
<b>SALARY TOTAL</b>		<b>\$ 15,800.00</b>	<b>\$ 235,000.00</b>	<b>\$ 250,800.00</b>

<b>PAYROLL TAXES</b>				
0030 OASDI		948.00	14,100.00	15,048.00
0031 MEDICARE		316.00	4,700.00	5,016.00
0032 U.I.		16	268	284
<b>PAYROLL TAX TOTAL</b>		<b>\$ 1,280.00</b>	<b>\$ 19,068.00</b>	<b>\$ 20,348.00</b>

<b>EMPLOYEE BENEFITS</b>				
0040 Retirement				
0041 Health Insurance				
0042 Life Insurance				
0043 Fringe Benefits - 15%		2,370.00	29,622.00	31,992.00
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$ 2,370.00</b>	<b>\$ 29,622.00</b>	<b>\$ 31,992.00</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$ 303,140.00</b>

<b>FACILITY/EQUIPMENT EXPENSES</b>				
1010 Rent/Lease Building				5,000.00
1030 Rent/Lease Equipment				
1050 Utilities				2,114.00
<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$ 7,114.00</b>

**Exhibit G**

Page 2 of 3

**EXHIBIT -B**  
**KINGS COUNTY BUDGET FY 19/20 AND FY 20/21**

**OPERATING EXPENSES:**

1060	Telephone	Land Lines and Cellular Phones	2,500.00
1061	Answering Services		
1062	Postage		224.00
1070	Printing/Reproduction		125.00
1071	Publications		0.00
1072	Legal Notices/Advertising		391.00
1080	Office Supplies		4,200.00
1090	Household Supplies		0
1100	Medication Services		0.00
1120	Program Supplies -	Therapeutic Supplies	19,586.00
1122	Program Supplies -	Incentives, Graduations, Activities	17,985.00
1130	Transportation of Clients		514.00
1140	Staff Mileage		12,448.00
1141	Staff Travel (Out of County)		0.00
1150	Staff Training/Registration		3,000.00
1151	Lodging		0.00
1152	Other Operating Expenses (list)		
<b>OPERATING EXPENSES TOTAL</b>			<b>\$ 60,973.00</b>

**FINANCIAL SERVICES EXPENSES:**

1160	Administrative Overhead		0.00
1161	External Audit		1,500.00
1170	Worker's Compensation Insurance		2,200.00
1171	Liability Insurance		2,200.00
1172	Insurance-Other	Auto & EPLI	1,754.00
1173	Other (list)	Sexual Molestation	250.00
<b>FINANCIAL SERVICES TOTAL</b>			<b>\$ 7,904.00</b>

**SPECIAL EXPENSES (Consultant/Specialist):**

1180	Computer/Email Maintenance & Repair/Software/Encryption	2,000.00
1181	Interpreter Services	1,000.00
<b>SPECIAL EXPENSE TOTAL</b>		<b>\$ 3,000.00</b>

**FIXED ASSETS:**

2000		
2001		
<b>FIXED ASSETS TOTAL</b>		

**TOTAL PROJECTED EXPENSES** **\$ 382,131.00**

**Exhibit G**

Page 3 of 3

**EXHIBIT -B  
KINGS COUNTY BUDGET FY 19/20 AND FY 20/21**PROJECTED REVENUE:

Revenue/Service Descriptions		Vol/Units of Svs	Rate	
3000	TBS Services	181,967	2.1	\$ 382,131.00
3100				
3200				
REVENUE TOTAL				

<b>TOTAL PROJECTED COSTS FOR EACH FISCAL YEAR</b>	<b>\$ 382,131.00</b>
-------------------------------------------------------	--------------------------

<b>Cost per unit</b>	<b>2.1</b>
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County of Kings2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

County of Kings

2016 ADA Self-Evaluation

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:

Kevin McAlister, 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]



**ASSURANCES AND CERTIFICATIONS**

Contractor hereby agrees that programs and services receiving financial assistance from and through the California Department of Health Care Services 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 (CCR).
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 State 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 G

Exhibit D

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" (HIPAA) 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 Government Code Section 8355

Contractor agrees that all program contractors of services receiving funds from and through the State Department of Health Care Services 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;

- 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. [Chapter 5.5 Section 8350 to Division 1 of Title 2 of the Government Code.]

BX

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line and a long, sweeping tail.



## **Behavioral Health County of Kings Branding Policy**

Created August, 2009

### Overview

Behavioral Health (BH) is a department within Kings County and serves as the funder, coordinator, and administrator of mental health services and alcohol and other drug services in Kings County.

The Mission of BH is to promote, support, and invest in the wellness and recovery of individuals living in the communities of Kings County. To achieve this end, BH contracts with a number of community based providers, organizations, and agencies to provide a variety of services that range from prevention, family support groups, mental health crisis response, addiction treatment, etc. In addition, BH funds a number of local programs, initiatives, and activities to also promote, support, and invest in the wellness of individuals in residing within the County.

### Purpose

The services funded by BH are almost entirely funded with public dollars earmarked to provide specific services. As such, BH deems it necessary to demonstrate to the public how it: 1) utilizes those public funds; 2) exhibits the types of projects, programs, and services it is funding; and 3) generate public awareness of the collaboration between various programs in the County and the BH.

This awareness is conducted through the Branding Policy developed by BH. This Branding policy includes the following stipulations:

- Contractors, Grantors, and Providers shall ensure that all program outreach materials, brochures, flyers, special event announcements, and press releases regarding any program funded directly or in part by BH contain the language that reflects that services are funded by Kings County Behavioral Health.
- All written materials, including, but not limited to flyers, brochures, and/or other written material must contain the BH logo. This applies to any and all electronic materials as well as websites, on-line advertising, and social networking sites, etc.
- The BH Logo must appear in its original color (Black and Purple) and format, unless the entire document is going to be in grayscale or black and white. In such instance, the logo may appear in such a manner as to be uniform with the document.
- Whenever possible BH wants and the logo to appear on materials in addition to the required funding language.
- The language for the branding must be written in the following format statement: “(name of organization) (type of) services funded by Kings County Behavioral Health.”
- BH reserves the right to review materials for public use that has the branding language and logo should that service be funded by BH. Should material

containing BH language and logo, or services funded, are used in a manner that is deemed offensive, discriminatory, political, or in violation of any County wide policies, BH has a right to demand the revision of the materials or services to eliminate any identified concerns. BH reserves the right to approve the use of materials utilizing the BH Brand should the need arise.

- BH will not allow its brand to be associated with any services, program, action, that may be perceived by the public to be damaging to the County or any of its agencies, or contrary to the mission of BH.

#### Benefits

The branding policy ensures that BH and Kings County are afforded the appropriate recognition for its funding of and/or support of publicly available programs. The Branding policy also provides assurances for BH that its name, logo, and funding are not used in manner that may be damaging to the public or the County.

The Branding policy also works to provide the partnering agencies with a direct collaborative connection to BH and demonstrate to the public the joint effort to seeking the overall wellness of the people and communities of Kings County.

BH is available to address any concerns or issues not covered in this policy on a case by case bases.



**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. Kings County ("County") wishes to, or may, disclose to 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 and dental care to an individual, or the past, present, or future payment for the provision of health and 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, Contractor **JD T Consultants Inc.** is the Business Associate of County that 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) *Provision of Assertive Community Treatment Team ("ACT") Program Services.* Use and disclose PHI to provide ACT program services to County. ACT program services means the provision of services to adults and their natural supports as further defined in the Scope of Work, which is attached as Exhibit A to the Agreement who are consumers serviced through Business Associate.

**III. Responsibilities of Business Associate.**

Business Associate agrees:

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

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

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

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

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

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

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

3) ***Investigation of Breach.*** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. ***Within 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 Administrative Office  
County of Kings  
1400 W. Lacey Blvd.  
Hanford, CA 93230

and

Kings County Behavioral Health  
460 Kings County Drive, No. 101  
Hanford, CA 93230

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, 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 (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Must be encrypted 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 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 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 20 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 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.

June 25, 2021

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

JDT Consultants, Inc.  
4205 W. Garden Dr.  
Fresno, CA 93722

Re: JDT Consultants Agreement Extension

Dear Ms. Todd and Associates,

We value our relationship with JDT and the essential services you provide the young people in Kings County. As such, we would like to continue our partnership.

Per the "#4. Term" clause of the Agreement for Services between the County of Kings ("County") and JDT Consultants, Inc. entered into on July 1, 2019, the County would like to extend this Agreement for one (1) additional year on the same terms and conditions, where the Agreement will terminate on June 30, 2022, unless otherwise terminated in accordance with its terms. If you are agreeable to the one year agreement extension under the same terms please sign below.

This will serve as our formal notice of extension of the Agreement. If you have any questions or concerns, please do not hesitate to contact our department.

*Jana Todd*

97D4B46BD49C16B21771E211EBB02097

readysign

Jana D. Todd, CEO  
JDT, Consultants, INC.

*Lisa D. Lewis, PhD*

AC57F4CA2178C5F8AC4EAFD96F30D94D

readysign

Dr. Lisa Lewis, Director  
Kings County Behavioral Health

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

**COUNTY OF KINGS  
FIRST AMENDMENT TO AGREEMENT**

This first amendment (“1<sup>st</sup> Amendment”) to the Agreement (“Agreement”) is entered into on \_\_\_\_\_, 2021 (the “Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”), and JDT Consultants Inc., a California corporation (singularly a “Party” and collectively the “Parties”).

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

WHEREAS, the Contractor provides Therapeutic Behavioral Service (“TBS”) under the Agreement the Parties entered into on or about July 1, 201;

WHEREAS, the County exercised its option to extend the Agreement to June 30, 2022;

WHEREAS, County also requires Intensive Home Based Services (“IBHS”) for beneficiaries (“Beneficiaries”) of Kings County Behavioral Health (“KCBH”);

WHEREAS, IBHS are individualized, strength based interventions designed for ameliorating mental health conditions by fostering and building the skills Beneficiaries need to successfully function at home and the community;

WHEREAS, the Parties intend to expand the services under the Agreement by adding IBHS to Contractor’s obligations;

WHEREAS, the Parties intend to increase the term of the Agreement to terminate on June 30, 2024;

WHEREAS, Section 6 of the Agreement authorizes the Parties to modify the Agreement with the execution of a written amendment; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform IHBS, in addition to TBS.

NOW, THEREFORE, the Parties agree as follows:

1. Section 4 is replaced in its entirety with the following:

This Agreement commences on July 1, 2019, and terminates on June 30, 2024, unless otherwise terminated in accordance with its terms.

2. Section 6 is replaced in its entirety with the following:



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

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

3. The revised scope of work setting forth Contractor's obligations to provide TBS and IHBS is attached to this 1<sup>st</sup> Amendment as **Revised Exhibit A**. The scope of work identified as **Exhibit A** in the Agreement remains valid for the period beginning July 1, 2019, and ending June 30, 2021. **Revised Exhibit A** operates on the Effective Date.

4. The revised budget setting forth Contractor's compensation is attached to this 1<sup>st</sup> Amendment as **Revised Exhibit B**. The budget identified as **Exhibit B** in the Agreement remains valid for the period beginning July 1, 2019, and ending June 30, 2021. **Revised Exhibit B** operates on the Effective Date.

5. The recitals and exhibits are integral to this 1<sup>st</sup> Amendment and are incorporated into this 1<sup>st</sup> Amendment by this reference.

6. The Agreement is attached to this 1<sup>st</sup> Amendment as **Exhibit G**.

7. The letter noticing Contractor that County exercised its option to extend the term of the Agreement is attached to this 1<sup>st</sup> Amendment as **Exhibit H**.

8. All other terms and conditions of the Agreement remain in full force and effect.

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

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

**SIGNATURES ON FOLLOWING PAGE**

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

COUNTY OF KINGS

JDT CONSULTANTS INC.

By: \_\_\_\_\_  
Craig Pedersen, Chair  
Kings County Board of Supervisors

*Jana Todd*  
By: 97D4B46BD49C16B21771E211EBB02097 readysign  
Jana D. Todd, LCSW, CEO

ATTEST

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

APPROVED AS TO FORM  
Diane Freeman, Interim County Counsel

By: \_\_\_\_\_  
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

**Revised Exhibit A:** Scope of Work

**Revised Exhibit B:** Compensation/Budget

**Exhibit G:** Agreement

**Exhibit H:** Letter exercising option



## **Revised Exhibit A**

JDT Consultants Inc.

### **SCOPE OF WORK**

July 1, 2021 to June 30, 2024

Contractor shall provide Therapeutic Behavioral Services (TBS) and Intensive Home Based Services (IHBS) to Kings County children/youth who are eligible for Medi-Cal, meet criteria for medical necessity, and are authorized by Kings County Behavioral Health (KCBH).

#### **Description of the TBS Model**

TBS is an intensive, one-to-one, face-to-face, short-term outpatient treatment intervention for beneficiaries under the age of 21 with serious emotional disturbance (SED) who are experiencing a stressful transition or life crisis and need additional, short-term, specific support services. These services shall be available to beneficiaries with difficult behaviors who require one-on-one assistance and who may be at risk of psychiatric hospitalization. TBS is not a “stand alone” service, and is intended to supplement other specialty mental health services by addressing one to three behaviors that jeopardize the beneficiary’s ability to remain in his or her current home. The Contractor shall provide the beneficiary with skills to effectively manage the behavior(s) or symptom(s) that is the barrier to achieving residence at the lowest appropriate level. TBS services shall be provided in the beneficiary’s home and other environments where the beneficiary’s behaviors occur.

#### **Description of Intensive Home Based Services**

Intensive Home-Based Services (IHBS) are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a beneficiary’s functioning and are aimed at helping the beneficiary build skills necessary for successful functioning in the home and community and improving the beneficiary’s family ability to help the beneficiary successfully function in the home and community.

IHBS support the engagement and participation of the beneficiary and his/her significant support persons and to help the beneficiary develop skills and achieve the goals and objectives of the treatment and the Child/Family Treatment (CFT) plan.

#### **A. TBS Criteria**

1. Eligible beneficiaries shall meet all of the following criteria:
  - a. Are under the age of 21;
  - b. Have full-scope Medi-Cal;
  - c. Meet medical necessity criteria for these Specialty Mental Health Services (SMHS) as set forth in CCR, Title 9, Section 1830.205 or Section 1830.210;
  - d. Be currently receiving mental health services from the County’s Mental Health Plan (MHP).
  - e. Meet one of the following criteria:
    - i. Be residing in/being considered for a Short Term Residential Therapeutic Program (STRTP);

## **Revised Exhibit A**

- ii. Have had at least one emergency psychiatric hospitalization within the last 24 months;
- iii. Be at risk for a psychiatric hospitalization; or
- iv. Be at risk for being removed from home placement.

### **B. IHBS Criteria**

1. Eligible beneficiaries shall meet all of the following criteria:
  - a. Are under the age of 21;
  - b. Have full-scope Medi-Cal;
  - c. Meet medical necessity criteria for these Specialty Mental Health Services (SMHS) as set forth in CCR, Title 9, Section 1830.205 or Section 1830.210;
  - d. Be currently receiving mental health services from the County's Mental Health Plan (MHP);
  - e. Currently receiving Intensive Care coordination Services (ICC).
2. IHBS may be provided to beneficiaries who:
  - a. Are receiving, or being considered for, Wraparound;
  - b. Are receiving, or being considered for, a specialized care rate due to behavioral health needs;
  - c. Are being considered for other intensive SMHS, including, but not limited to, TBS, or are receiving crisis stabilization/intervention services;
  - d. Are currently in, or being considered for, high-level-care institutional settings, such as group homes or Short-Term Residential Therapeutic Programs (STRTPs);
  - e. Have been discharged within 90 days from, or currently reside in, or are being considered for placement in, a psychiatric hospital or 24-hour mental health treatment facility [e.g. psychiatric inpatient hospital, psychiatric health facility (PHF), community treatment facility, etc.];
  - f. Have experienced two or more mental health hospitalizations in the last 12 months;
  - g. Have experienced two or more placement changes, within 24 months, due to behavioral health needs;
  - h. Have been treated with two or more antipsychotic medications, at the same time, over a three-month period [Healthcare Effectiveness Data Information Set (HEDIS) Specification for Antipsychotics in Children and Adolescents (APC)];
  - i. If the beneficiary is zero through five years old and has more than one psychotropic medication, the beneficiary is six through 11 years old and has more than two psychotropic medications, or the beneficiary is 12 through 17 years old and has more than three psychotropic medications;
  - j. If the beneficiary is zero through five years old and has more than one mental health diagnosis, the beneficiary is six through 11 years old and has more than two mental health diagnoses, or the beneficiary is 12 through 17 years old and has more than three mental health diagnoses;

## **Revised Exhibit A**

- k. Have two or more emergency room visits in the last 6 months due to primary mental health condition or need, including, but not limited to, involuntary treatment under California Welfare and Institutions Code section 5585.50;
- l. Have been detained, pursuant to W&I sections 601 and 602, primarily due to mental health needs; or
- m. Have received SMHS within the last year, and have been reported homeless within the prior six months.

### **C. Authorization and Reauthorization for TBS and IHBS**

- 1. All TBS and IHBS referrals shall be reviewed and authorized by the County prior to contractor rendering services. Services provided without approval of the County shall not be reimbursed.
- 2. Services shall be approved by County for either 30 or 60 days at a time, and are expected to produce the desired changes within a few months. Initial 30 day authorization shall include the TBS or IHBS assessment and Plan of Care. Monthly reauthorization meetings between County and the Contractor shall include the following:
  - a. Beneficiary progress toward behaviors targeted in the Plan of Care in measurable terms. The current frequency and duration of behaviors will be compared to the prior authorization period;
  - b. Behaviors by the beneficiary as well as precipitating events that are rendering their current placement at risk will be identified, and a specific intervention plan will be determined;
  - c. Successful interventions in decreasing the beneficiary's target behaviors during the prior review period will be discussed. Types of interventions to be employed in the next authorization period will be overviewed;
  - d. The strategies and effectiveness of involving the beneficiary's care provider during the previous authorization period will be discussed. Additional strategies for involving the beneficiary's care provider during the upcoming authorization period will be identified;
  - e. The plan for titration and discontinuance of TBS or IHBS in the upcoming authorization period will be determined. The days and hours of service will be identified;
  - f. The next reauthorization date will be established.

### **D. Services**

- 1. Contractor shall be available to accept referrals from County for TBS and IHBS service delivery on a daily basis.
- 2. Upon receipt of an authorized TBS or IHBS referral, Contractor shall contact family within 24-48 hours of receiving referral.
- 3. Contractor will make efforts to assess each beneficiary referred within 1-3 working days.
- 4. TBS and IHBS assessments shall be completed within the first 10 days of service by a licensed/waivered staff person.

## **Revised Exhibit A**

5. TBS and IHBS assessments shall establish Medical Necessity for TBS or IHBS by evaluating the beneficiary's current behavior (presenting problem/impairment) and documenting the following:
  - a. How the behavior causes a significant impairment in an important area of life functioning; and
  - b. A reasonable probability of significant deterioration in an important area of life functioning without TBS or IHBS services, or
  - c. A reasonable probability that the beneficiary would not progress developmentally as individually appropriate without TBS or IHBS services.
6. During the first 30 days of service services should range between 6-12 hours per week. If more hours are required, Contractor should contact with the County's Children's System of Care Program Manager for authorization.
7. Contractor shall match the beneficiary with a coach or coaches for TBS and behavior specialists for IHBS. The matching process between the beneficiary and coach(es) or behavioral specialist is an important component of the TBS model and IHBS and shall take into consideration factors that include:
  - a. Cultural background;
  - b. The beneficiary's and/or provider's primary language;
  - c. Beneficiary age and gender;
  - d. The coach and behavior specialists experience and training in working with the beneficiary's target behaviors;
  - e. The beneficiary's disabilities or handicaps;
  - f. Known beneficiary and care provider needs, strengths, and family dynamics.
8. Contractor shall develop a Plan of Care for each beneficiary served, and include identification of the following:
  - a. Behaviors exhibited by the beneficiary that are rendering their current placement at risk, and the need of intervention
  - b. The precipitating event(s), frequency and duration of each target behavior
  - c. Days and hours of service, based on the beneficiary's needs
  - d. Specific interventions to be employed to address the target behaviors
  - e. Strategies for involving the beneficiary's care provider
  - f. The plan for titration and discontinuance of TBS or IHBS services, as improvements occur
    - i. If applicable, a plan for transition to adult services when the beneficiary turns 21 years old and is no longer eligible for TBS or IHBS
  - g. A Safety Plan, which will include the following:
    - i. Vital information for an anticipated crisis
    - ii. Interventions to be undertaken by the a coach or behavioral specialists is not present with the beneficiary and caretaker
9. Contractor shall accept expedited referrals from County. Contractor will contact family the same day the referral is received and schedule an assessment with 24-48 hours.

### **E. Progress Notes and Documentation**

1. Documentation is required each day that TBS or IHBS is delivered. All direct service documentation shall be completed in accordance with County's documentation guidelines.
2. Progress notes shall include a comprehensive summary covering the time that services were provided, but need not document every minute of service time.

## **Revised Exhibit A**

3. Progress notes shall be co-signed by a licensed mental health professional (LMHP) if the TBS coach or IHBS behavior specialists is providing the service is not an LMHP.
4. TBS and IHBS progress notes shall clearly and specifically document the following:
  - a. Whether there have been significant changes in the beneficiary's environment since the initial development of the TBS or IHBS Plan of Care
  - b. Whether TBS or IHBS provided to the beneficiary has not been effective and the beneficiary is not making progress toward identified goals
    - i. In this situation, there must be documented evidence in the chart and any additional information from the contractor indicating that they have considered alternatives, and only requested additional hours/days for TBS or IHBS based on the documented expectation that additional time will be effective.
  - c. Whether progress is being made in stabilizing the behaviors and/or symptoms by changing or eliminating maladaptive behaviors and increasing adaptive behaviors.
5. Contractor only bills for direct services, documentation not to exceed 30 minutes per service and travel time not to exceed 90 minutes per service).

### **E. Staffing**

1. Contractor agrees to provide adequate staffing for TBS and IHBS services in Kings County as detailed in this Scope of Work.
2. Contractor shall compose a staff that reflects the population being served, both culturally and linguistically.

### **F. Contractor Deliverables**

1. Contractor shall comply will all reporting requirements from County
2. Contractor shall adhere to County's utilization and compliance review processes.
3. Contractor shall identify a suitable representative to attend regularly scheduled meetings or other meetings scheduled by the Director of Behavioral Health of his/her designee. Meetings may include, but are not limited to case staffing, child and family team meetings, and contract monitoring meetings.
4. Contractor shall provide trainings to their staff to enhance and enrich their clinical expertise and the values of wellness and recovery. Trainings shall include annual **Confidentiality/Health Information Portability and Accountability Act** (HIPAA) training with an annual renewal of a signed confidentiality statement and Four (4) hours of training **must** be related to **Culturally and Linguistically Appropriate Services** (CLAS) standards.

### **G. Provider Grievance Procedure**

1. Contractor may appeal a denied, terminated, or modified request for services from County. The written appeal shall be submitted to County within thirty (30) calendar days of the postmark of the notification of the denial, termination, or modification. Send appeal to:

Kings County Behavioral Health  
Managed Care Division  
460 Kings County Drive, Suite 101  
ATTN: Grievances/Appeals





# Revised Exhibit B

## Budget

### KINGS COUNTY JDT PROJECTED TBS IHBS BUDGET: FY 21/22, 22/23 23/24

OPERATING EXPENSES:						
1060	Telephone	Land Lines and Cellular Phones				2,500.00
1061	Answering Services					
1062	Postage					224.00
1070	Printing/Reproduction					125.00
1071	Publications					0.00
1072	Legal Notices/Advertising					391.00
1080	Office Supplies					4,200.00
1090	Household Supplies					0
1100	Medication Services					0.00
1120	Program Supplies -	Therapeutic Supplies				19,586.00
1122	Program Supplies -	Incentives, Graduations, Activities				17,985.00
1130	Transportation of Clients					514.00
1140	Staff Mileage					12,448.00
1141	Staff Travel (Out of County)					0.00
1150	Staff Training/Registration					3,000.00
1151	Lodging					0.00
1152	Other Operating Expenses (list)					
OPERATING EXPENSES TOTAL						\$ 60,973.00
FINANCIAL SERVICES EXPENSES:						
1160	Administrative Overhead					0.00
1161	External Audit					1,500.00
1170	Worker's Compensation Insurance					2,200.00
1171	Liability Insurance					2,200.00
1172	Insurance-	Auto & EPLI				1,754.00
1173	Other (list)	Sexual Molestation				250.00
FINANCIAL SERVICES TOTAL						\$ 7,904.00
SPECIAL EXPENSES (Consultant/Specialist):						
1180	Computer/Email Maintenance & Repair/Software/Encryption					2,000.00
1181	Interpreter Services					1,000.00
SPECIAL EXPENSE TOTAL						\$ 3,000.00
FIXED ASSETS:						
2000						
2001						
FIXED ASSETS TOTAL						
TOTAL PROJECTED EXPENSES						\$ 382,131.00
PROJECTED REVENUE:						
				Vol/Units		
				of Svs	Rate	
3000	TBS Services			90,984	2.1	\$ 191,065.50
3100	IHBS Services			90,984	2.1	\$ 191,065.50
3200						
REVENUE TOTAL						
TOTAL PROJECTED REVENUE						\$ 382,131.00
Cost per unit						2.1

## **Exhibit G**

### **AGREEMENT FOR SERVICES BETWEEN THE COUNTY OF KINGS AND JDT CONSULTANTS INC.**

THIS AGREEMENT is made and entered into as of the 1st day of July, 2019, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and JDT Consultants Inc., a California for-profit organization (hereinafter "Contractor").

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

WHEREAS, County requires professional Therapeutic Behavioral Services (TBS), in compliance with Kings County Behavioral Health's Policies and Procedures, to Kings County Medi-Cal beneficiaries who meet the criteria to establish eligibility for TBS.

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, certificate of tax-exempt status, 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 \$382,131 for Fiscal Year 2019/2020 and \$382,131 fir Fiscal Year 2020/2021.

## **Exhibit G**

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 shall **commence on July 1, 2019**, and shall **terminate on June 30, 2021**, unless otherwise terminated in accordance with its terms. County shall have the option to extend this Agreement for one (1) additional year on the same terms and conditions.

### **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.

### **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



## Exhibit G

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.

## Exhibit G

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.



## **Exhibit G**

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

### **12. CONFIDENTIALITY**

Contractor shall not use County confidential information for any purpose other than

## **Exhibit G**

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, or sexual orientation.

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

### **16. ASSIGNMENT**

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

### **17. UNFORESEEN CIRCUMSTANCES**

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



## **Exhibit G**

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**

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:**

COUNTY OF KINGS  
1400 W. LACEY BLVD.  
HANFORD, CA 93230

**CONTRACTOR:**

JDT CONSULTANTS, INC.  
4205 WEST GARDEN DRIVE  
FRESNO CA, 93722

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.

## **Exhibit G**

### **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. 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.

### **25. 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 (OMH) national Culturally and Linguistically Appropriate Standards (CLAS), and will be demonstrated through policies, training and cultural competency plans its efforts address the CLAS requirements.

### **26. 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.



## Exhibit G

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

County of Kings

Contractor

By: Joe Neves  
Joe Neves, Chairman

Jana D. Todd  
Jana D. Todd, LCSW, CEO  
JDT Consultants Inc.

ATTEST:

SEP 10 2019

Melanie Curtis, Deputy  
Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

Sande Huddleston  
Sande Huddleston

APPROVED AS TO FORM:  
Lee Burdick, County Counsel

By: Juliana F. Gmur  
Juliana F. Gmur, Assistant County Counsel

Exhibits/Attachments:

**Exhibit A:** Scope of Work

**Exhibit B:** Budget

**Exhibit C:** Kings County ADA Grievances Procedures

**Exhibit D:** Assurances and Certifications

**Exhibit E:** Branding

**Exhibit F:** BAA/HIPAA

**Exhibit G**

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**EXHIBIT A**  
JDT Consultants Inc.  
**SCOPE OF WORK**  
**July 1, 2019 – June 30, 2021**

Contractor shall provide Therapeutic Behavioral Services (TBS) to Kings County children/youth who are eligible for Medi-Cal, meet criteria for medical necessity, and are referred by Kings County Behavioral Health (KCBH). The program will be identified as TBS and individuals participating in TBS will be referred to as “clients.”

**Description of the TBS Model**

TBS is an intensive, one-to-one, face-to-face, short-term outpatient treatment intervention for individuals under the age of 21 with serious emotional disturbance (SED) who are experiencing a stressful transition or life crisis and need additional, short-term, specific support services. These services shall be available to children with difficult behaviors who require one-on-one assistance and who may be at risk of psychiatric hospitalization. TBS is not a “stand alone” service, and is intended to supplement other specialty mental health services by addressing one to three behaviors that jeopardize the child’s ability to remain in his or her current home. The Contractor shall provide the client with skills to effectively manage the behavior(s) or symptom(s) that is the barrier to achieving residence at the lowest appropriate level. TBS services shall be provided in the client’s home and other environments where the client’s behaviors occur.

**A. Kings County TBS Criteria**

Eligible children/youth shall meet all of the following criteria:

- a. Be 21 years of age or younger
- b. Have full-scope Medi-Cal
- c. Be currently receiving mental health services from Kings County Behavioral Health (KCBH) or a contracted Mental Health Plan (MHP) agency
- d. Meet one of the following criteria:
  - i. Be residing in/being considered for a group home (Level 12 or above) facility
  - ii. Have had at least one emergency psychiatric hospitalization within the last 24 months
  - iii. Be at risk for a psychiatric hospitalization
  - iv. Be at risk for being removed from home placement

**B. Authorization and Reauthorization**

- All TBS referrals shall be reviewed and authorized by KCBH prior to services being rendered. Services provided without approval of the KCBH shall not be reimbursed.
- Services shall be approved by KCBH for either 30 or 60 days at a time, and are expected to produce the desired changes within a few months.
- Initial 30 day authorization shall include the TBS assessment and Plan of Care.
- Monthly reauthorization meetings between KCBH and the Contractor shall include the following:

- Client progress toward behaviors targeted in her/her Plan of Care in measurable terms. The current frequency and duration of behaviors will be compared to the prior authorization period.
- Behaviors by the client as well as precipitating events that are rendering their current placement at risk will be identified, and a specific intervention plan will be determined.
- Successful interventions in decreasing the client's target behaviors during the prior review period will be discussed. Types of interventions to be employed in the next authorization period will be overviewed.
- The strategies and effectiveness of involving the client's care provider during the previous authorization period will be discussed. Additional strategies for involving the client's care provider during the upcoming authorization period will be identified.
- The plan for titration and discontinuance of TBS in the upcoming authorization period will be determined.
- The days and hours of service will be identified.
- The next reauthorization date will be established.

**C. Services**

- Contractor shall be available to accept referrals from KCBH for TBS service delivery on a daily basis.
- Upon receipt of an authorized TBS referral, Contractor shall contact family within 24-48 hours of receiving referral.
- Contractor will make efforts to assess each child/youth referred within 1-3 working days.
- A TBS Assessment shall be completed within the first 10 days of service by a licensed/waivered staff person.
- The TBS Assessment shall establish Medical Necessity for TBS by evaluating the child/youth's current behavior (presenting problem/impairment) and documenting the following:
  - How the behavior causes a significant impairment in an important area of life functioning.
  - A reasonable probability of significant deterioration in an important area of life functioning without TBS services, or
  - A reasonable probability that the client would not progress developmentally as individually appropriate without TBS services.
- During the first 30 days of service services should range between 6-12 hours per week. If more hours are required, Contractor should contact with the KCBH's Children's System of Care Program Manager for authorization.
- Contractor shall match the client with a coach or coaches. The matching process between the client and coach(es) is an important component of the TBS model and shall take into consideration factors that include:
  - Cultural background
  - The client's and/or provider's primary language
  - Consumer age and gender



- The coach's experience and training in working with the client's target behaviors
  - The client's disabilities or handicaps
  - Known client and care provider needs, strengths, and family dynamics
- Contractor shall develop a Plan of Care for each client served, and include identification of the following:
  - Behaviors exhibited by the client that are rendering their current placement at risk, and the need of intervention
  - The precipitating event(s), frequency and duration of each target behavior
  - Days and hours of service, based on the client's needs
  - Specific interventions to be employed to address the target behaviors
  - Strategies for involving the client's care provider
  - The plan for titration and discontinuance of TBS services, as improvements occur
    - If applicable, a plan for transition to adult services when the beneficiary turns 21 years old and is no longer eligible for TBS
  - A Safety Plan, which will include the following:
    - Vital information for an anticipated crisis
    - Interventions to be undertaken by the a coach is not present with the client and caretaker
- Contractor will accept expedited referrals from KCBH. Contractor will contact family the same day the referral is received and schedule an assessment with 24-48 hours.

**D. Progress Notes and Documentation**

- Documentation is required each day that TBS is delivered. All direct service documentation shall be completed in accordance with KCBH's documentation guidelines.
- Progress notes shall include a comprehensive summary covering the time that services were provided, but need not document every minute of service time.
- Progress notes shall be co-signed by a licensed mental health professional (LMHP) if the TBS coach providing the service is not an LMHP.
- TBS Progress notes shall clearly and specifically document the following:
  - Whether there have been significant changes in the client's environment since the initial development of the TBS Plan of Care
  - Whether TBS provided to the client has not been effective and the client is not making progress toward identified goals
    - In this situation, there must be documented evidence in the chart and any additional information from the provider indicating that they have considered alternatives, and only requested additional hours/days for TBS based on the documented expectation that additional time will be effective.
  - Whether progress is being made in stabilizing the behaviors and/or symptoms by changing or eliminating maladaptive behaviors and increasing adaptive behaviors

**E. Staffing**

- Contractor agrees to provide adequate staffing for TBS services in Kings County as detailed in this Scope of Work.
- Contractor shall compose a staff that reflects the population being served, both culturally and linguistically.

**F. Contractor Deliverables**

- Contractor shall comply with all reporting requirements from KCBH.
- Contractor shall adhere to KCBH's utilization and compliance review processes.
- Contractor shall identify a suitable representative to attend regularly scheduled meetings or other meetings scheduled by the Director of Behavioral Health of his/her designee. Meetings may include, but are not limited to case staffings, child and family team meetings, and contract monitoring meetings.

**G. Provider Grievance Procedure**

- Contractor may appeal a denied, terminated, or modified request for services from KCBH. The written appeal shall be submitted to KCBH within thirty (30) calendar days of the postmark of the notification of the denial, termination, or modification. Send appeal to:

Kings County Behavioral Health  
Managed Care Division  
460 Kings County Drive, Suite 101  
ATTN: Grievances/Appeals

**Exhibit G**

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**EXHIBIT -B**  
**KINGS COUNTY BUDGET FY 19/20 AND FY 20/21**

Budget Categories		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES</b>				
0001 TBS Supervisor (1)	100%		75,000.00	75,000.00
0002 TBS Coaches (4)	100%		160,000	160,000.00
0003 TBS Program Manager	10%	3,400.00		3,400.00
0004 TBS Administrative Assistant	10%	2,500.00		2,500.00
0005 TBS Medical Records Clerk	10%	2,500.00		2,500.00
0006 Full-Charge Bookkeeper	10%	3,400.00		3,400.00
0007 Chief Executive Officer	5%	4,000.00		4,000.00
0008				
<b>SALARY TOTAL</b>		<b>\$ 15,800.00</b>	<b>\$ 235,000.00</b>	<b>\$ 250,800.00</b>

<b>PAYROLL TAXES</b>				
0030 OASDI		948.00	14,100.00	15,048.00
0031 MEDICARE		316.00	4,700.00	5,016.00
0032 U.I.		16	268	284
<b>PAYROLL TAX TOTAL</b>		<b>\$ 1,280.00</b>	<b>\$ 19,068.00</b>	<b>\$ 20,348.00</b>

<b>EMPLOYEE BENEFITS</b>				
0040 Retirement				
0041 Health Insurance				
0042 Life Insurance				
0043 Fringe Benefits - 15%		2,370.00	29,622.00	31,992.00
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$ 2,370.00</b>	<b>\$ 29,622.00</b>	<b>\$ 31,992.00</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$ 303,140.00</b>

<b>FACILITY/EQUIPMENT EXPENSES</b>				
1010 Rent/Lease Building				5,000.00
1030 Rent/Lease Equipment				
1050 Utilities				2,114.00
<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$ 7,114.00</b>



**Exhibit G**

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**EXHIBIT -B**  
**KINGS COUNTY BUDGET FY 19/20 AND FY 20/21**

**OPERATING EXPENSES:**

1060	Telephone	Land Lines and Cellular Phones	2,500.00
1061	Answering Services		
1062	Postage		224.00
1070	Printing/Reproduction		125.00
1071	Publications		0.00
1072	Legal Notices/Advertising		391.00
1080	Office Supplies		4,200.00
1090	Household Supplies		0
1100	Medication Services		0.00
	Program Supplies -	Therapeutic	
1120		Supplies	19,586.00
	Program Supplies -	Incentives, Graduations,	
1122		Activities	17,985.00
1130	Transportation of Clients		514.00
1140	Staff Mileage		12,448.00
1141	Staff Travel (Out of County)		0.00
1150	Staff Training/Registration		3,000.00
1151	Lodging		0.00
1152	Other Operating Expenses (list)		
<b>OPERATING EXPENSES TOTAL</b>			<b>\$ 60,973.00</b>

**FINANCIAL SERVICES EXPENSES:**

1160	Administrative Overhead		0.00
1161	External Audit		1,500.00
1170	Worker's Compensation Insurance		2,200.00
1171	Liability Insurance		2,200.00
1172	Insurance-Other	Auto & EPLI	1,754.00
		Sexual	
1173	Other (list)	Molestation	250.00
<b>FINANCIAL SERVICES TOTAL</b>			<b>\$ 7,904.00</b>

**SPECIAL EXPENSES (Consultant/Specialist):**

1180	Computer/Email Maintenance & Repair/Software/Encryption	2,000.00
1181	Interpreter Services	1,000.00
<b>SPECIAL EXPENSE TOTAL</b>		<b>\$ 3,000.00</b>

**FIXED ASSETS:**

2000		
2001		
<b>FIXED ASSETS TOTAL</b>		

**TOTAL PROJECTED EXPENSES** **\$ 382,131.00**

**Exhibit G**

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**EXHIBIT -B  
KINGS COUNTY BUDGET FY 19/20 AND FY 20/21**PROJECTED REVENUE:

Revenue/Service Descriptions		Vol/Units of Svs	Rate	
3000	TBS Services	181,967	2.1	\$ 382,131.00
3100				
3200				
REVENUE TOTAL				

<b>TOTAL PROJECTED COSTS FOR EACH FISCAL YEAR</b>	<b>\$ 382,131.00</b>
-------------------------------------------------------	--------------------------

<b>Cost per unit</b>	<b>2.1</b>
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County of Kings2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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



County of Kings

2016 ADA Self-Evaluation

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:

Kevin McAlister, 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]

**ASSURANCES AND CERTIFICATIONS**

Contractor hereby agrees that programs and services receiving financial assistance from and through the California Department of Health Care Services 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 (CCR).
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 State 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 G

Exhibit D

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" (HIPAA) 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 Government Code Section 8355

Contractor agrees that all program contractors of services receiving funds from and through the State Department of Health Care Services 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;

- 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. [Chapter 5.5 Section 8350 to Division 1 of Title 2 of the Government Code.]

BX

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line and a long, sweeping tail.

## **Behavioral Health County of Kings Branding Policy**

Created August, 2009

### Overview

Behavioral Health (BH) is a department within Kings County and serves as the funder, coordinator, and administrator of mental health services and alcohol and other drug services in Kings County.

The Mission of BH is to promote, support, and invest in the wellness and recovery of individuals living in the communities of Kings County. To achieve this end, BH contracts with a number of community based providers, organizations, and agencies to provide a variety of services that range from prevention, family support groups, mental health crisis response, addiction treatment, etc. In addition, BH funds a number of local programs, initiatives, and activities to also promote, support, and invest in the wellness of individuals in residing within the County.

### Purpose

The services funded by BH are almost entirely funded with public dollars earmarked to provide specific services. As such, BH deems it necessary to demonstrate to the public how it: 1) utilizes those public funds; 2) exhibits the types of projects, programs, and services it is funding; and 3) generate public awareness of the collaboration between various programs in the County and the BH.

This awareness is conducted through the Branding Policy developed by BH. This Branding policy includes the following stipulations:

- Contractors, Grantors, and Providers shall ensure that all program outreach materials, brochures, flyers, special event announcements, and press releases regarding any program funded directly or in part by BH contain the language that reflects that services are funded by Kings County Behavioral Health.
- All written materials, including, but not limited to flyers, brochures, and/or other written material must contain the BH logo. This applies to any and all electronic materials as well as websites, on-line advertising, and social networking sites, etc.
- The BH Logo must appear in its original color (Black and Purple) and format, unless the entire document is going to be in grayscale or black and white. In such instance, the logo may appear in such a manner as to be uniform with the document.
- Whenever possible BH wants and the logo to appear on materials in addition to the required funding language.
- The language for the branding must be written in the following format statement: “(name of organization) (type of) services funded by Kings County Behavioral Health.”
- BH reserves the right to review materials for public use that has the branding language and logo should that service be funded by BH. Should material



containing BH language and logo, or services funded, are used in a manner that is deemed offensive, discriminatory, political, or in violation of any County wide policies, BH has a right to demand the revision of the materials or services to eliminate any identified concerns. BH reserves the right to approve the use of materials utilizing the BH Brand should the need arise.

- BH will not allow its brand to be associated with any services, program, action, that may be perceived by the public to be damaging to the County or any of its agencies, or contrary to the mission of BH.

#### Benefits

The branding policy ensures that BH and Kings County are afforded the appropriate recognition for its funding of and/or support of publicly available programs. The Branding policy also provides assurances for BH that its name, logo, and funding are not used in manner that may be damaging to the public or the County.

The Branding policy also works to provide the partnering agencies with a direct collaborative connection to BH and demonstrate to the public the joint effort to seeking the overall wellness of the people and communities of Kings County.

BH is available to address any concerns or issues not covered in this policy on a case by case bases.

**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. Kings County ("County") wishes to, or may, disclose to 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 and dental care to an individual, or the past, present, or future payment for the provision of health and 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, Contractor **JD T Consultants Inc.** is the Business Associate of County that 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) ***Provision of Assertive Community Treatment Team ("ACT") Program Services.*** Use and disclose PHI to provide ACT program services to County. ACT program services means the provision of services to adults and their natural supports as further defined in the Scope of Work, which is attached as Exhibit A to the Agreement who are consumers serviced through Business Associate.

**III. Responsibilities of Business Associate.**

Business Associate agrees:

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

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

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

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

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

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

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

3) ***Investigation of Breach.*** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. ***Within 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 Administrative Office  
County of Kings  
1400 W. Lacey Blvd.  
Hanford, CA 93230

and

Kings County Behavioral Health  
460 Kings County Drive, No. 101  
Hanford, CA 93230

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, 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 (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Must be encrypted 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 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 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 20 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 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.

June 25, 2021

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

JDT Consultants, Inc.  
4205 W. Garden Dr.  
Fresno, CA 93722

Re: JDT Consultants Agreement Extension

Dear Ms. Todd and Associates,

We value our relationship with JDT and the essential services you provide the young people in Kings County. As such, we would like to continue our partnership.

Per the "#4. Term" clause of the Agreement for Services between the County of Kings ("County") and JDT Consultants, Inc. entered into on July 1, 2019, the County would like to extend this Agreement for one (1) additional year on the same terms and conditions, where the Agreement will terminate on June 30, 2022, unless otherwise terminated in accordance with its terms. If you are agreeable to the one year agreement extension under the same terms please sign below.

This will serve as our formal notice of extension of the Agreement. If you have any questions or concerns, please do not hesitate to contact our department.

*Jana Todd*

97D4B46BD49C16B21771E211EBB02097

readysign

Jana D. Todd, CEO  
JDT, Consultants, INC.

*Lisa D. Lewis, PhD*

AC57F4CA2178C5F8AC4EAFD96F30D94D

readysign

Dr. Lisa Lewis, Director  
Kings County Behavioral Health



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

**SUBMITTED BY:** County Counsel – Diane Freeman

**SUBJECT:** APPOINTMENT OF DIRECTORS TO THE CORCORAN IRRIGATION DISTRICT

### **SUMMARY:**

#### **Overview:**

The Corcoran Irrigation District has requested the Kings County Board of Supervisors appoint Directors to its District Board for Divisions 2 and 5, in lieu of election pursuant to the provisions of Elections Code section 10515.

#### **Recommendation:**

Appoint Matthew O. Gilkey as Director of Division 2 and Erik J. Hansen as Director of Division 5 of the Corcoran Irrigation District for the period of December 3, 2021 at 12:00 p.m. through December 5, 2025 at 12:00 p.m.

#### **Fiscal Impact:**

None.

### **BACKGROUND:**

Pursuant to Elections Code section 10515, if the number of persons who have filed a Declaration of Candidacy for a district office does not exceed the number of offices to be filled, the Board of Supervisors may make the appointment of the candidate in lieu of holding the election. The Corcoran Irrigation District ("District") has certified that the conditions required for an appointment exist. Specifically, that only one person has filed a Declaration of Candidacy for the Director positions of Districts 2 and 5, up for election. Accordingly, the District has requested that the Kings County Board of Supervisors appoint the recommended candidates in lieu of election.

**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.





RUDELL  
STANTON  
BIXLER  
MAURITSON &  
EVANS, LLP

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Daniel L. Evans

Nicholas B. Buss

Matthew T. Amaro

Josh T. Fox

November 4, 2021

Kings County Board of Supervisors  
Attn: Catherine Venturella, Clerk of the Board  
1400 W. Lacey Blvd.  
Hanford, CA 93230

Re: Corcoran Irrigation District - Appointments

Dear Board Members:

Our law firm provides legal counsel to Corcoran Irrigation District. On behalf of our client, we are submitting to you the enclosed Certificate of Gene Kilgore regarding the Biennial Election for the District.

Based on the enclosed certificate, please proceed to reappoint the following incumbents to serve as directors of the District, effective immediately:

Division 2	Matthew O. Gilkey
Division 5	Erik J. Hansen

Kindly contact the undersigned with any questions about this request. Please notify me when the prospective appointments have been placed on an agenda for the meeting of the Board of Supervisors.

P.O. Box 7690  
Visalia, CA 93290-7690

1102 N. Chinoweth St.  
Visalia, CA 93291-4113

Telephone:  
559-733-5770

Facsimile:  
559-733-4922

Email:  
rsbmc@visaliaalaw.com

Filed with the Kings County  
Clerk of the Board

NOV 8 2021

Received by:

RUDELL  
STANTON  
BIXLER  
MAURITSON &  
EVANS, LLP

Kings County Board of Supervisors  
November 4, 2021  
Page 2

Your anticipated attention to this matter is appreciated.

Sincerely,

RUDELL, STANTON, BIXLER,  
MAURITSON & EVANS, LLP

By 

Aubrey A. Mauritson

AAM/dd  
Enclosures  
cc: Gene Kilgore

CERTIFICATE OF GENE KILGORE RE  
BIENNIAL ELECTION IN  
THE CORCORAN IRRIGATION DISTRICT  
[California Elections Code §10515(a)]

I, Gene Kilgore, declare as follows:

1. I am the General Manager of the Corcoran Irrigation District.
2. As provided in the principal act of the District, found in the Water Code, commencing with Section 21550, and Elections Code Section 10505(c), terms of office for all directors shall expire at noon on the first Friday in December following the next general election. The terms of office for the directors, having originally been staggered, shall be four (4) years. The District is a landowner voter district. It has five directors. The purpose of the election is to elect two directors.
3. It is my understanding, based upon the history of the District's elections and previous communications between the District and the County, that the District is to perform those statutory duties required of the County Elections Official in the Uniform District Elections Law and other relevant portions of the California Elections Code.
4. Notice of the election was published in the Corcoran Journal. Proof of publication in the Corcoran Journal is attached hereto as Exhibit A.
5. Declarations of Candidacy and other necessary forms were made available at the District's office. Pursuant to the Notice, the time for filing Declarations of Candidacy expired at 5:00 p.m. on Friday, October 29, 2021.
6. The only persons filing Declarations of Candidacy were the incumbents for the divisions in which an election was scheduled to be held. The incumbents filing Declarations of Candidacy were as follows:

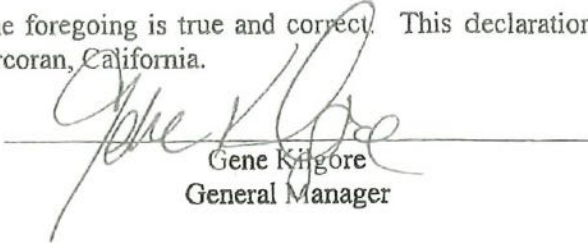
Division 2	Matthew O. Gilkey
Division 5	Erik J. Hansen

Copies of Mr. Gilkey and Mr. Hansen's declarations of candidacy are collectively attached hereto as Exhibit B.

7. No petition has been presented to the District to hold an election.

8. Pursuant to California Elections Code §10515, subparagraph (c), the incumbent directors for Divisions 2 and 5 should be appointed by the Board of Supervisors of Kings County.

I declare under penalty of perjury that the foregoing is true and correct. This declaration was executed on November 4, 2021, at Corcoran, California.



Gene Kingore  
General Manager



# **Exhibit A**

# Affidavit of Publication

STATE OF CALIFORNIA,

COUNTY OF KINGS--SS

Robert A. Atlano....., being first duly sworn, Deposes and says that at all times hereinafter mentioned, he was a citizen of the United States, over the AGE of eighteen years, and a resident of said county, and was at and during all said times the principal clerk to the printer and the publisher of THE CORCORAN JOURNAL, a newspaper of general circulation, printed and published weekly in the City of Corcoran in said County of Kings, State of California; adjudicated as such by order Number 11739 of the Superior Court of the State of California in and for the County of Kings on January 28, 1952; that said THE CORCORAN JOURNAL is and was at all times herein mentioned a newspaper of general circulation as that term is defined by section 6000 of the Government Code, and, as provided by said section, is published for the dissemination of local and telegraphic news and intelligence of general character, having a bonafide subscription list of paid subscribers, and is not devoted to the interests, or published for the entertainment or instruction of a particular class, profession, trade, calling, race or denomination, or for the entertainment and instruction or any number of such classes, professions, trades, callings, races or denominations; that at all times said newspaper had been established, printed and published in the City of Corcoran, in said County and State, at regular intervals, for more than one year preceding the first publication of the notice herein mentioned; that the

CORCORAN IRRIGATION DISTRICT  
Notice of Election

Of which the annexed is a printed copy, was printed and published in said newspaper at least 1 week(s), as follows, and the date of first publication was

October 14, 2021

*R. A. Atlano*

PUBLIC NOTICE

NOTICE OF ELECTION IN THE  
CORCORAN IRRIGATION DISTRICT

NOTICE IS HEREBY GIVEN:

1) That pursuant to the provisions of the District 11 of the California Water Code and other applicable law, a regular biennial election will be held within the Corcoran Irrigation District on Tuesday, November 2, 2021, for the purpose of electing two Directors; one Director for Division 2 of the District and one Director for Division 5 of the District.

2) That each Director so elected is entitled to serve for a term of four (4) years, as set forth in California Water Code Section 21104, and that the qualification of Directors and of electors at such election shall be specified in and and required by the provisions of said Division 11, including, but not limited to, California Water Code Section 20527.13.

3) The Declaration of Candidacy can be obtained beginning on October 14, 2021, at the office of the Corcoran Irrigation District, located at 1150 6 1/2 Avenue, Corcoran, California, and said Declaration of Candidacy must be completed and filed at said office by prospective candidates no later than 5:00 p.m. on October 29, 2021.

4) That appointment to each of the aforementioned offices of Director will be made as prescribed by California Elections Code Section 10515 in the event there are no nominees, or an insufficient number of nominees for an office and a petition for an election is not filed with Secretary of the District within the time period prescribed by said election.

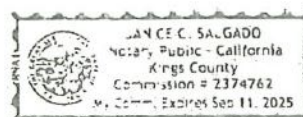
Publish: October 14, 2021.

## CALIFORNIA JURAT WITH AFFIANT STATEMENT

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

State of California  
County of Kings,

Subscribed and sworn to (or affirmed) before me on this 29 day of October, 2021, by Robert A. Atlano, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature: *James C. Salgado*

RECEIVED NOV 04 2021

*[Handwritten mark]*

# **Exhibit B**

### DECLARATION OF CANDIDACY

I do hereby declare myself as a candidate for election to the office of Director,  
Division 5, of the Corcoran Irrigation District. (      Initial here if the election in which you are  
running is for the balance of an unexpired term.)

I am a registered voter. If elected, I will accept the nomination and serve to the best of my ability. I request  
my name be placed in the official ballots of the district, for the election on be held on the 2 day of Nov, 2021

My name is Erik Hansen  
(Print)

My current residence address is

30150 4th ave Corcoran CA 93212  
(Street) (City) (State) (Zip)

My telephone number is (559) 303-5321

I want my name and occupational designation to appear on the ballot as follows:

Name: Erik Hansen

Occupation: Farmer  
(See Elections Code Section 13107)

I am aware that any person who files or submits for filing a declaration of candidacy knowing that it or any  
part of it has been made falsely is punishable by a fine or imprisonment, or both, as set forth in Section  
18203 of the Elections Code.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and  
correct.

Executed on 9-17, 2021, at Corcoran, California.

Erik Hansen  
(Signature of Candidate)



### DECLARATION OF CANDIDACY

I do hereby declare myself as a candidate for election to the office of Director,  
Division 2, of the Corcoran Irrigation District. ( ☒ Initial here if the election in which you are  
running is for the balance of an unexpired term.)

I am a registered voter. If elected, I will accept the nomination and serve to the best of my ability. I request  
my name be placed in the official ballots of the district, for the election on be held on the 2 day of Nov, 2021.

My name is Matthew O. Gilkey  
(Print)

My current residence address is

9186 NILES Corcoran CA 93212  
(Street) (City) (State) (Zip)

My telephone number is (559) 992-2136

I want my name and occupational designation to appear on the ballot as follows:

Name: Matt Gilkey

Occupation: Farmer  
(See Elections Code Section 13107)

I am aware that any person who files or submits for filing a declaration of candidacy knowing that it or any  
part of it has been made falsely is punishable by a fine or imprisonment, or both, as set forth in Section  
18203 of the Elections Code.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and  
correct.

Executed on 9-14, 2021, at Corcoran, California.

Matt Gilkey  
(Signature of Candidate)



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

**SUBMITTED BY:** Fire Department – Bill Lynch / German Ortiz

**SUBJECT:** ACCEPTANCE OF THE 2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT AND THE 2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM-AMERICAN RESCUE PLAN ACT

### **SUMMARY:**

#### **Overview:**

The purpose of the Emergency Management Performance Grant (EMPG) is to support comprehensive emergency management efforts at the local level and to encourage the improvement of mitigation, preparedness, response, and recovery capabilities for all hazards the County might face. Funds provided under the EMPG must be used to support activities that improve the Operational Area's ability to prevent, prepare for, mitigate, respond to, and recover from emergencies and disasters, whether natural or man-made.

#### **Recommendation:**

- a. Approve the Fire Department to accept the 2021 Emergency Management Performance Grant and the 2021 Emergency Management Performance Grant Program-American Rescue Plan Act;
- b. Authorize the County Fire Chief to sign all grant documents; and
- c. Adopt a Resolution designating the Fire Chief, County Administrative Officer, or Purchasing Manager as authorized signatories for execution of all grant documentation.

#### **Fiscal Impact:**

The EMPG Program plays an important role in the implementation of emergency preparedness nationally by supporting the building, sustainment, and delivery of core capabilities essential to achieving a secure and resilient nation. The program provides funding for all hazards approach to emergency response. The total allocation for Fiscal Year 2021-2022 is \$217,174 and is already included

**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**

### **ACCEPTANCE OF THE FISCAL YEAR 2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**December 7, 2021**

**Page 2 of 2**

**(Cont'd)**

in the County's Adopted Budget. This grant requires a dollar for dollar cash match, which has been allocated from Fire Department funds for the fiscal year. The grant allocation and cash match will result in the combined program total of \$434,348 for Fiscal Year 2021-2022. The EMPG is a reimbursement grant, and all expenditures are to be administered by the Kings County Office of Emergency Services, and Office of Emergency Services (Cal-OES) for review and approval, and the Kings County Office of Emergency Services will process reimbursement funds.

#### **BACKGROUND:**

Kings County receives EMPG funding each year from Cal-OES, the pass through State entity awarded by the Department of Homeland Security, for performing tasks to improve disaster preparedness, mitigation, response, and recovery efforts within the Kings County Operational Area. Activities include working with community partners for planning efforts, participating in and hosting trainings and exercises to assure responders' skills are kept up-to-date, and revising the County's mitigation and response plans when needed.

In Fiscal Year 2020-2021, the EMPG program funded salary for two position in the Office of Emergency Services. Additional program expenses included operating costs, such as educational and outreach materials, communication services, and other related expenses associated with operating and sustaining the office and grant procured equipment as well as the Operational Area (OA) Emergency Operations Center (EOC).

Planned activities for Fiscal Year 2021-2022 include the salaries and operating expenses for three personnel working in the program. Additional proposed training activities include additional trainings related to disaster cost recovery, public information, alerting, and warning, and general EOC training in line with the Cal-OES position-credentialing program. The grant will be used to continue to support the operational costs for the County EOC and associated equipment and services.

The Fiscal Year 2021-2022 EMPG performance period is July 1, 2021 through June 30, 2023, which has changed from a 12 month to a 24-month performance period to allow more project time to execute projects.

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

## **Governing Body Resolution**

BE IT RESOLVED BY THE \_\_\_\_\_  
(Governing Body)  
OF THE \_\_\_\_\_ THAT  
(Name of Applicant)  
\_\_\_\_\_, OR  
(Name or Title of Authorized Agent)  
\_\_\_\_\_, OR  
(Name or Title of Authorized Agent)  
\_\_\_\_\_,  
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named Applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California for the following Grant Award:

\_\_\_\_\_  
(List Grant Year and Program)

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

### **Certification**

I, \_\_\_\_\_, duly appointed and  
(Name)

\_\_\_\_\_ Of the \_\_\_\_\_  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Official Position)

\_\_\_\_\_  
(Signature) (Date)







# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

**SUBMITTED BY:** Fire Department – Bill Lynch / German Ortiz

**SUBJECT:** ACCEPTANCE OF THE FISCAL YEAR 2021 HOMELAND SECURITY GRANT PROGRAM

**SUMMARY:**

**Overview:**

The State Homeland Security Grant Program (SHSGP) is awarded by the California Governor's Office of Emergency Services (CalOES) through the Department of Homeland Security to Operational Areas throughout the State. The grant supports local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. This is an annual grant, which funds Homeland Security related activities for first responder agencies within the Kings County Operational Area.

**Recommendation:**

- a. Authorize the Fire Department to accept the Fiscal Year 2021 State Homeland Security Grant Project;
- b. Authorize the County Fire Chief to sign all grant Documents; and
- c. Adopt a Resolution designating the Fire Chief, County Administrative Officer, or Purchasing Manager as authorized signatories for execution of all grant documentation

**Fiscal Impact:**

This year's 2021 State Homeland Security Grant allocation to the county is for \$226,074, and was included in the Adopted Fiscal Year 2021-2022 Budget Unit 242000. The grant is a reimbursement grant. Approximately \$114,284 of the total allocation will be distributed among County Agencies, while the remainder \$111,790 is to be distributed among the municipal public safety partners. All purchases will be executed by the respective sub-recipient agency awarded by the Kings County Approval Authority, and those agencies will provide the Kings County Fire Department with an invoice. The Fire

**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**

### **ACCEPTANCE OF THE FISCAL YEAR 2021 HOMELAND SECURITY GRANT PROGRAM**

**December 7, 2021**

**Page 2 of 2**

**(Cont'd)**

Department will invoice the State, and then track the expenditures and reimbursements. Payments from CalOES are to be paid within 30 to 45 days after the receiving of the invoice.

#### **BACKGROUND:**

This grant is offered by CalOES to assist local first response agencies to purchase the needed equipment, training, and services that would be required in responding to a terrorist activity. This year's request included funding to the Hanford Police Department (HPD), Hanford Fire Department (HFD), Kings County District Attorney's Office, Kings County Fire Department, and the Kings County Information Technology Department. The projects awarded to the Hanford Police Department will provide a Computer Aided Dispatch (CAD) System Software Module Installation and Configuration, and a Terrorism Incident Prevention Equipment. This will provide HPD with a mobile vehicle trailer kit, which will come in a trailer with barriers and accessories that will be capable of rapid deployment at community events that occur in roadways as soft target protection. The project awarded to the Hanford Fire Department will provide HFD with Base Station Radios and Mobile Radios. The project awarded to the Kings County District Attorney's Office will provide Forensic Computers and Software. The project awarded to the Kings County Fire Department will provide 4-Gas Air Monitors. The project for the Kings County Information Technology Department will provide train for two individuals responsible for managing cybersecurity in the organization with a training that focuses on conducting high-value penetration testing step by step and end to end. The office of Emergency Services Division of Fire has projected for funding the 5% allowable management and administration costs for administering the grant.

The Kings County State Homeland Security Grant Program application was executed and agreed to by the Approval Authority representatives from the City of Lemoore Police Department, City of Hanford Fire Department, as well as the Kings County Sheriff's Office, Kings County Health Department, and Kings County Fire Department.

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

## **Governing Body Resolution**

BE IT RESOLVED BY THE \_\_\_\_\_  
(Governing Body)  
OF THE \_\_\_\_\_ THAT  
(Name of Applicant)  
\_\_\_\_\_, OR  
(Name or Title of Authorized Agent)  
\_\_\_\_\_, OR  
(Name or Title of Authorized Agent)  
\_\_\_\_\_,  
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named Applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California for the following Grant Award:

\_\_\_\_\_  
(List Grant Year and Program)

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

### **Certification**

I, \_\_\_\_\_, duly appointed and  
(Name)

\_\_\_\_\_ Of the \_\_\_\_\_  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Official Position)

\_\_\_\_\_  
(Signature) (Date)







# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

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

**SUBJECT:** HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM  
ROUND THREE GRANT APPLICATION

### **SUMMARY:**

#### **Overview:**

The Human Services Agency (HSA) is requesting Board approval to apply and accept the Homeless Housing, Assistance, and Prevention (HHAP) Program Round 3 grant award through the California Business Consumer Services administered by the Homeless Coordinating and Financing Council (HCFC). Grant funds are made available to support ongoing efforts to end and prevent homelessness for our community.

#### **Recommendation:**

- a. Authorize Human Services Agency to apply for Homeless Housing Assistance and Prevention Round 3 grant fund through the Business Consumer Services administered through the Homeless Coordinating and Financial Council; and
- b. Authorize the Human Services Agency Director, or their designee, to submit application and sign necessary grant documents required to secure funds.

#### **Fiscal Impact:**

There will be no impact to County General Fund. There is no required County match. The HHAP Round 3 award allocation for Kings County is \$349,228. All HHAP Round 3 grant funds must be expended by June 30, 2026. This funding may be used as a match for federal funds as long as purposes of the projects meet the basic requirements of the HHAP grant. There are sufficient appropriations in the Fiscal Year (FY) 2021-2022 Adopted Budget.

(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**

### **HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM ROUND THREE GRANT APPLICATION**

**December 7, 2021**

**Page 2 of 2**

#### **BACKGROUND:**

The State of California has established the HHAP pursuant to Health and Safety Code 50220.7(a). The program is administered by the California HCFC in the Business, Consumer Services and Housing Agency. On September 15, 2021, the HCFC announced HHAP Round 3 Allocation and Agreement to apply, full application to be submitted by June 30, 2022. HHAP Round 3 is authorized by AB 140 (Committee on budget, Chapter 111 Statutes of 2021), which was signed into law by Governor Newsom on July 19, 2021. HHAP Round 3 is a \$1 billion grant that provides local jurisdictions flexible funding to continue efforts to end and prevent homelessness in their communities. This non-competitive funding is available to cities, counties, and Continuums of Care for which, Kings County has been allocated \$349,228 to support a regional response to reduce and end homelessness.

The general purpose of the program is to provide jurisdictions with one-time grant funds to support regional coordination and expand local capacity to address their immediate homelessness challenges informed by best practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. HSA will coordinate efforts with the Kings/Tulare Homeless Alliance, the bi-county Continuum of Care, as a regional response to reduce and end homelessness.

HSA is requesting Board approval to apply for HHAP Round 3 grant funds, which will be used to assist in addressing immediate homelessness challenges. Eligible uses of funding include the following:

- Rapid rehousing, rental subsidies and incentives to landlords such as security deposits and holding fees.
- Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- Incentives to property owners, including, but not limited to, security deposits and holding fees.
- Street outreach to assist persons experiencing homelessness to access permanent housing services.
- Service coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- Prevention and shelter diversion to permanent housing.
- New navigation centers and emergency shelters based on demonstrated need.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

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

**SUBJECT:** AGREEMENT WITH KINGS UNITED WAY FOR MOBILE APPLICATION MAINTENANCE

### **SUMMARY:**

#### **Overview:**

The Human Services Agency (HSA) is requesting to approve the contract with Kings United Way for Fiscal Year (FY) 2021–2022 and FY 2022-2023 for the continued maintenance of the 211 online and mobile application (app).

#### **Recommendation:**

**Approve the Agreement with Kings United Way for continued maintenance for the 211 online and mobile application, retroactively effective from July 1, 2021 to June 30, 2023.**

#### **Fiscal Impact:**

There is no impact to County General Fund associated with this recommended agreement. Cost for this service will be covered with dedicated federal and state revenues. The total cost of this contract is \$120,000 for the entire 2 years (\$60,000 for FY 2021-2022 and \$60,000 for FY 2022-2023). Sufficient funding is included in the FY 2021-2022 and 2022-2023 Budgets for this expenditure within Budget Unit 520000.

### **BACKGROUND:**

Kings United Way assisted with the implementation of the County 211 information and referral system. 211 is designated by the Federal Communications Commissions as a quick dial number for nonemergency community information and as referral service for social services assistance.

(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 UNITED WAY FOR MOBILE APPLICATION MAINTENANCE**

**December 7, 2021**

**Page 2 of 2**

On December 1, 2009, the Board of Supervisors (BOS) approved the original contract (Board Agreement #09-107) for Kings United Way to assist with the implementation of the County 211 informational and referral system.

On March 1, 2016, the BOS approved contract (Board Agreement #16-012) for the continuous support to the 211 services and to increase the number of resources available to County residents with the implementation of the new 211 mobile application. This contract also funded support of a 211 Kings County Coordinator and uploading of Kings County Data into the mobile application. With this new funding, the residents of Kings County are able to dial and search the database for resources.

On July 25, 2017, and October 11, 2018, the Purchasing Department approved a budget for the continued maintenance and marketing of the online and mobile application.

On August 6, 2019, the BOS approved contract (Board Agreement #19-071) to amend the October 11, 2018, the Purchasing Division approved the contract for the additional amount for FY 2018-2019 and to extend the contract for FY 2019-2020. This additional funding enabled and supported the Mobile application text/chat infrastructure cost.

A second amendment to Agreement #19-071 was approved by the BOS on June 9, 2020. This second amendment was to modify the additional funding for FY 2019–2020 and extend the agreement for one additional year (FY 2020-2021) for the maintenance to the 211 mobile application and the Text/Chat infrastructure cost.

With the continuous support of HSA, Kings United Way has been able to update the information referral system for the residents of Kings County. Residents can dial 211, go online, or download the 211mobile app as an information tool to find local resources and services from government, community, and non-profit organizations ranging from mental health, substance abuse, parenting support and education, and housing assistance to programs in place to provide utility and food assistance. They can also receive the information via text or live chat online with a representative from the 211 data center.

HSA is now requesting to approve this contract for FY 2021–2022 and FY 2022-2023 for the continued maintenance for both the online and mobile app.

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 on \_\_\_\_\_, 2021, between the County of Kings, a political subdivision of the State of California ("County"), and Kings United Way, a California nonprofit corporation ("Contractor") (singularly a "Party" and collectively the "Parties").

**RECITALS**

WHEREAS, County requires 211 telephone system services to equip the public with information regarding resources and referrals through a telephone service that include voice, web, mobile, chat and text functions; and

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

NOW, THEREFORE, the Parties agree:

**1. SCOPE OF SERVICES**

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

**2. RESPONSIBILITIES OF CONTRACTOR**

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

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

././

### 3. COMPENSATION

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

All funds provided under this Agreement must be completely expended by June 30, 2023. The Parties acknowledge and agree that the County's obligation to make payments to Contractor is contingent upon receipt of Federal and State funds. Both program activities and funding allocations are subject to immediate reduction or termination in the event of the reduction or termination of funding or authorization.

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

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

In order to ensure that expenditures are claimed to correct fiscal year allocation, the billing for the month of June 2022 and June 2023 must be received by County by July 10<sup>th</sup> each year.

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.

Final payment will be made upon receipt of the reconciled expenditure and statistical reports for the period ending June 30, 2023. Final billing for all costs of the agreement must be submitted before July 10, 2023. Final payment may be held until any necessary termination audit is completed.

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



Invoices and audits shall be submitted electronically to:

HSA.Contracts@co.kings.ca.us

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

**4. TERM**

This Agreement commences on July 1, 2021, and terminates on June 30, 2023, unless otherwise terminated in accordance with its terms. The Parties acknowledge and understand this Agreement covers the Parties' obligations retroactively to July 1, 2021.

**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 ten percent (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: i) terminate this Agreement immediately; ii) terminate on the date specified in the Notice of Default; or iii) grant 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 Waiver of Breach or Default. In no event shall any act of forbearance by either Party of previous acts by the other Party that constitute a breach or default of the Party's obligations under this Agreement shall not act as a waiver of the Parties' right to assert a breach or default of this Agreement has occurred, nor shall such act impair or prejudice any remedy available to the non-breaching Party with respect to the breach or default.

## 8. INSURANCE

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

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

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

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

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

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars



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

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

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

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

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

## **9. INDEMNIFICATION**

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a

consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

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

#### **10. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an agent, officer or employee of County. 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**.

#### **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**

Contractor shall include the following provisions in all agreements between Contractor and any subcontractors: i) Section 5 Records and Inspections; ii) Section 8 Insurance; iii) Section 9 Indemnification; iv) Section 11 Compliance with Law; v) Section 12 Confidentiality; vi) Section 13 Conflict of Interest; vii) Section 14 Nondiscrimination; and viii) Section 25 ADA Compliance.

#### **16. ASSIGNMENT**

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

#### **17. UNFORESEEN CIRCUMSTANCES**

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

## **18. OWNERSHIP OF DOCUMENTS**

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

## **19. NOTICE**

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

### **County**

Sanja K. Bugay  
Kings County Human Services Agency  
1400 West Lacey Blvd., Building 12  
Hanford, CA 93230

### **Contractor**

Nanette Villarreal, Executive Director  
Kings United Way  
125 West 7<sup>th</sup> Street  
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.

## **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: i) Section 5 Records and Inspections; ii) Section 8 Insurance; iii) Section 9 Indemnification; and iv) 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.

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

/././

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

**26. ELECTRONIC SIGNATURES**

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

**27. AUTHORITY**

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

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**SIGNATURES ON FOLLOWING PAGE(S)**



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

COUNTY OF KINGS

KINGS UNITED WAY

By: \_\_\_\_\_  
Craig Pedersen, Chair  
Kings County Board of Supervisors

Nanette  
By: Villarreal  
Nanette Villarreal, Executive Director

Digitally signed by Nanette Villarreal  
DN: cn=Nanette Villarreal, o=Kings  
United Way, ou,  
email=nanettev@kingsunitedway.org,  
c=US

Date: 2021.11.09 13:54:33 -08'00'

ATTEST

APPROVED AS TO ENDORSEMENTS  
RECIEVED

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

By: [Signature]  
Sanja K. Bugay, Director, HSA

APPROVED AS TO ENDORSEMENTS  
RECIEVED  
Diane Freeman, Interim County Counsel

By: [Signature]  
Sande Huddleston, Risk Manager

By: [Signature]  
Atonya Moore, Administrative Program Manager

APPROVED AS TO FORM  
Diane Freeman, Interim County Counsel

By: [Signature]  
Cindy Crose Kliever  
2021.11.09 09:36:44  
-08'00'

Exhibits/Attachments:

**Exhibit A:** Scope of Work

**Exhibit B:** Operating Budget

**Exhibit C:** Assurance of Compliance with County – Non Discrimination

**Exhibit D:** Kings County ADA Grievance Procedures

## Exhibit A Scope of Work

In July 2000, the Federal Communications Commission (“FCC”) reserved the 211 dialing code for community information and referral services. The FCC intended the 211 code as an easy-to-remember and universally recognizable number that would create a critical connection between individuals and families in need to appropriate community-based organizations and government agencies. Currently, 211 systems cover all or part of all fifty (50) states.

In 2009, the County approved Contractor to serve as the lead entity to provide 211 services to the residents of Kings County. Services are available via the following: i) dialing 2-1-1 and speaking with a live call specialist; ii) logging onto the 211 website portal; iii) using a mobile application for Apple and Android Smart Phone devices; and iv) through chat and text.

The Contractor shall provide the following services and deliverables during each contract year:

Activities/Deliverables	Staff Responsible
Maintain a current, comprehensive, computerized inventory of community resources in English and Spanish.	211 Database Specialist
Conduct updates to 211 Intelliful™ App to improve functionality.	Consultant (under supervision of Director)
Maintain SMS Text and Live Chat service provision.	211 Coordinator
Conduct 6 presentations to KCHSA staff to promote 211 services, including SMS Text/Live Chat features.	211 Database Specialist
Participate in 6 tabling events throughout Kings County to market and educate on the 211 Intelliful™ App and Text/Live Chat (subject to COVID social distancing and social gathering rules)	211 Coordinator
Integrate 211 services into ACEs Aware initiative to support implementation of CIE and make buffering resources available to mitigate toxic stress.	211 Coordinator Director
Work closely with KCHSA staff from each department to keep agency services up-to-date and accurate in the 211 database.	211 Database Specialist

Conduct follow-up calls to ensure caller was able to access resources and provide additional resource information, if needed.	211 Coordinator Director
Review all follow-up forms to evaluate service delivery and determine gaps in services.	Director
Meet with the County quarterly to review the scope and deliverables to ensure compliance with the contract.	
Submit quarterly reports (by the 15 <sup>th</sup> of the after the quarter ends) to KCHSA to provide updates on scope of work deliverables.	211 Coordinator Director

The County shall:

1. Send updates to the Contractor.
2. Meet with the Contractor quarterly to review the scope and deliverables to ensure compliance with the contract.



## Exhibit B

### Operating Budget July 1, 2021-June 30, 2022

Budget Category	Budgeted Amount
<b>Personnel Costs</b>	
Salaries	
211 Coordinator \$43,680/annual x 0.50 FTE Responsible for day-to-day operations of 211 and all marketing and outreach activities.	\$21,840
211 Database Specialist \$38,480/annual x 0.50 FTE Responsible for database maintenance and translation of resources into Spanish.	\$19,240
211 Director \$76,834/annual x 0.10 FTE Responsible for oversight of 211 services and evaluation of program	\$7,684
Payroll Taxes	\$2,438
Benefits (Health and Retirement)	\$4,840
Total Personnel Costs	\$56,042
<b>Operating Expenses</b>	
Consultants	
Mobile App Maintenance (Fedieson) \$200/month x 12 months = 2,400	\$2,400
Total Operating/Program Expenses	\$2,400
<b>Indirect</b>	
Accounting, audit, program evaluation \$58,442 x 2.6658%	\$1,558
<b>Total Funding Request</b>	<b>\$60,000</b>



**Exhibit B**  
**Operating Budget**  
**July 1, 2022-June 30, 2023**

Budget Category	Budgeted Amount
<b>Personnel Costs</b>	
Salaries	
211 Coordinator \$44,720/annual x 0.50 FTE Responsible for day-to-day operations of 211 and all marketing and outreach activities.	\$22,360
211 Database Specialist \$39,520/annual x 0.50 FTE Responsible for database maintenance and translation of resources into Spanish.	\$19,760
211 Director \$76,834/annual x 0.05 FTE Responsible for oversight of 211 services and evaluation of program	\$3,842
Payroll Taxes	\$2,750
Benefits (Health and Retirement)	\$5,500
Total Personnel Costs	\$54,212
<b>Operating Expenses</b>	
Consultants	
Mobile App Maintenance (Fedieson) \$232.33/month x 12 months = 2,788	\$2,788
Total Operating/Program Expenses	\$2,788
<b>Indirect</b>	
Accounting, audit, program evaluation \$57,000 x 5.263%	\$3,000
<b>Total Funding Request</b>	<b>\$60,000</b>

## Exhibit C

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

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#### 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.

**Nanette Villarreal**

Nanette Villarreal, Executive Director

Kings United Way

Digitally signed by Nanette Villarreal  
DN: cn=Nanette Villarreal, o=Kings United Way, ou,  
email=nanettev@kingsunitedway.org, c=US



## Exhibit D

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

interviews or a tape recording of the complaint, are available to person with disabilities upon request.

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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







# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

**SUBMITTED BY:** Job Training Office – Lance Lippincott

**SUBJECT:** CLOSEOUT OF WORKFORCE INNOVATION AND OPPORTUNITY ACT  
SUBGRANT

### **SUMMARY:**

#### **Overview:**

This action will close out County Agreement 18-068, approved by your Board on December 7, 2021. This subgrant agreement provided Workforce Innovation and Opportunity Act (WIOA) funding to Kings County for the period of October 1, 2018, through September 30, 2021.

#### **Recommendation:**

**Approve the documents to close out the Workforce Innovation and Opportunity Act Subgrant, County Agreement 18-068.**

#### **Fiscal Impact:**

Subgrant K9110015 (County Agreement 18-068) provided \$2,872,743 in federal WIOA funding for the period October 1, 2018, through September 30, 2021. The term of the grant has expired and 100% of the funds have been expended. This grant did not require a local match.

### **BACKGROUND:**

Kings County Agreement 18-068 represents allocated Workforce Innovation and Opportunity Act training funds provided to Kings County. From October 1, 2018, through September 30, 2021, there were 689 Kings County residents that were enrolled into work experience, vocational training, on-the-job training, and other services designed to assist them in obtaining permanent employment. In addition to enrolled individuals receiving services, the Kings County Job Training Office provided services to more than 600 Kings County businesses. A copy of the agreement is on file with the Clerk of the Board.

**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.

**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
SUBRECIPIENT RELEASE**

(Use only for a full subgrant closeout)

Pursuant to the terms of Subgrant Number K9110015

with a total allocation amount of \$2,872,743.00 (dollars/cents),

a total expenditure amount of \$2,872,743.00 (dollars/cents),

and a total cash paid (drawn) amount of \$2,872,743.00 (dollars/cents),

County of Kings – Job Training Office

124 North Irwin Street

Hanford, CA 93230

(Subrecipient's Name and Address)

(hereafter called the subrecipient) or to its assignees, if any, the subrecipient upon payment of the said sum by the State of California, Employment Development Department (hereafter called the state) does remit, release, and discharge the state, its officers, agents, and employees, of and from all liabilities, obligations, claims and demand whatsoever under or rising from the said subgrant.

IN WITNESS WHEREOF, this release has been executed this 7th day of December, 2021.

Subrecipient's Authorized Representative

Craig Pedersen  
Name (please print)

\_\_\_\_\_  
Signature

Chair – Kings County Board of Supervisors  
Title

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**SUBRECIPIENT'S ASSIGNMENT OF REFUNDS, REBATES AND CREDITS**

(Use only for a full subgrant closeout)

Subrecipient Name County of Kings – Job Training Office

Subgrant Number K9110015

Street Address 124 North Irwin Street

City, State, & Zip Hanford, CA 93230

Pursuant to the terms of Subgrant Number K9110015, and for the total allocation of \$2,872,743.00 and in consideration of the reimbursement costs and payment of fee, as provided in the said agreement and any assignment thereunder the County of Kings – Job Training Office (hereafter called the subrecipient) does hereby:

Assign, transfer, set over and release to the Central Office Workforce Services Division, Employment Development Department, the State of California (hereafter called COWSD), all right, title and interest thereon, arising out of the performance of said subgrant together with all the rights of action accrued or hereafter accrue thereunder.

Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits, or other amounts (including any interest thereon), due or which may become due, and forward to COWSD checks (made payable to the Employment Development Department), for all proceeds so collected. The reasonable costs of any such action to effect the collection shall constitute allowable costs when approved by the Chief of COWSD, as stated in the said subgrant and may be applied to reduce any amounts otherwise payable to the COWSD under the terms thereof.

Agree to cooperate fully with COWSD as to any claims or suit in connection with such refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit COWSD to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed on this 7<sup>th</sup> day of DECEMBER, 2021.

Subrecipient's Authorized Representative

Craig Pedersen

Name (please print)

\_\_\_\_\_  
Signature

Chair – Kings County Board of Supervisors

Title



**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT TAX CERTIFICATION**  
(Use only for a full subgrant closeout)

Subrecipient's Name County of Kings

Employer ID Number 94-6000814

In the performance of Subgrant Number K9110015,  
I certify that I have complied with the requirements of the law, and the Central Office Workforce Services Division, Employment Development Department, State of California, regarding the obtaining of employer identification/account numbers, collection, payment, deposit, and reporting of federal, state and local taxes and the provision of W-2 forms to employees who are not now my employees. For present employees, formerly under the award, W-2 forms will be required as per the California Employers Guide. Information on W-2 form reporting requirements is contained in Internal Revenue Service publication, "Employer's Tax Guide," (Publication 15, Circular E).

IN WITNESS WHEREOF, this certification has been executed this 7<sup>TH</sup> day of  
DECEMBER, 2021.

Subrecipient's Authorized Representative

CRAIG PEDERSEN  
Name (please print)

\_\_\_\_\_  
Signature

CHAIR — KINGS CO BOARD OF SUPERVISORS  
Title

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number K9110015

Grant Code 1136

Project Term 10/01/18 to 09/30/21

Total allocation for this grant code: \$512,162.00

1. How much cash has been drawn down  
under this grant code? \$512,162.00
2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report \$512,162.00
3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 1136  
 Grant Term: 10/01/2018-09/30/2021  
 Report Type: Q  
 Report Period: 202109

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2018
2. Report Revision Number	1
3. Subgrant Number	K9110015
4. Subgrant Term From-To:	4/1/2018-9/30/2021
5. Total Allotment	\$512,162.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$512,162.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$35,653.12
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$35,653.12

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$67,088.61
3. Intensive Services/WIOA Career Services Ind.			\$31,197.93
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$338,328.61
b. WIOA Other Training Services			\$0.00
6. Other			\$39,893.73
7. Total Program Expenditure	\$476,508.88	\$0.00	\$476,508.88

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Transitional jobs Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. NDWG EXPENDITURES: PROJECT OPERATOR LEVEL**

1. Participant Wages	\$0.00
2. Participant Fringe Benefits	\$0.00
3. Core and Intensive Services/WIOA Career Svcs Basic & Individualized	\$98,286.54
4. NEG/NDWG - Funding Training	\$338,328.61
5. Career Services Follow-Up	\$0.00
6. NEG/NDWG-Funded Supportive Services	\$39,893.73
7. Needs-Related Payments (NRP)	\$0.00
8. Program Management and Oversight	
a. Administrative, Excl NRP Processing	\$35,653.12
b. Other	\$0.00
9. Other	\$0.00

**X. COMMENTS**

SEPTEMBER2021 K911 1136 NDWG CLOSEOUT REPORT

**XI. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYSTIII	(559) 852-4973	10/29/2021

Signature

Date



**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code   KNG  

Subgrant Number  K9110015 

Grant Code   1136  

Project Term  10/01/18  to  09/30/21 

Total allocation for this grant code:          \$512,162.00         

- |                                                                                         |                                       |
|-----------------------------------------------------------------------------------------|---------------------------------------|
| 1. How much cash has been drawn down under this grant code?                             | <u>         \$512,162.00         </u> |
| 2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report | <u>         \$512,162.00         </u> |
| 3. Unexpended balance to be deobligated?                                                | <u>         \$0.00         </u>       |

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 1136  
 Grant Term: 10/01/2018-09/30/2021  
 Report Type: Q  
 Report Period: 202109

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2018
2. Report Revision Number	1
3. Subgrant Number	K9110015
4. Subgrant Term From-To:	4/1/2018-9/30/2021
5. Total Allotment	\$512,162.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$512,162.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$35,653.12
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$35,653.12

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$67,088.61
3. Intensive Services/WIOA Career Services Ind.			\$31,197.93
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$338,328.61
b. WIOA Other Training Services			\$0.00
6. Other			\$39,893.73
7. Total Program Expenditure	\$476,508.88	\$0.00	\$476,508.88

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Transitional jobs Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. NDWG EXPENDITURES: PROJECT OPERATOR LEVEL**

1. Participant Wages	\$0.00
2. Participant Fringe Benefits	\$0.00
3. Core and Intensive Services/WIOA Career Svcs Basic & Individualized	\$98,286.54
4. NEG/NDWG - Funding Training	\$338,328.61
5. Career Services Follow-Up	\$0.00
6. NEG/NDWG-Funded Supportive Services	\$39,893.73
7. Needs-Related Payments (NRP)	\$0.00
8. Program Mangement and Oversight	
a. Administrative, Excl NRP Processing	\$35,653.12
b. Other	\$0.00
9. Other	\$0.00

**X. COMMENTS**

SEPTEMBER2021 K911 1136 NDWG CLOSEOUT REPORT

**XI. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYSTIII	(559) 852-4973	10/29/2021

Signature

Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number K9110015

Grant Code 201

Project Term 07/01/18 to 06/30/20

Total allocation for this grant code: \$130,834.00

1. How much cash has been drawn down  
under this grant code? \$130,834.00
2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report \$130,834.00
3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title



Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 201  
 Grant Term: 07/01/2018-06/30/2020  
 Report Type: Q  
 Report Period: 202006

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2018
2. Report Revision Number	1
3. Subgrant Number	K9110015
4. Subgrant Term From-To:	4/1/2018-3/31/2021
5. Total Allotment	\$130,834.00
6. Closeout Report (Y/N)	Yes

<b>II. TOTAL EXPENDITURES (Admin + Program)</b>	\$130,834.00
-------------------------------------------------	--------------

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$13,083.40
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$13,083.40

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$17,204.67
3. Intensive Services/WIOA Career Services Ind.			\$11,879.73
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$81,404.91
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$7,261.29
6. Other			\$0.00
7. Total Program Expenditure	\$117,750.60	\$0.00	\$117,750.60

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2020 K911 201 ADULT CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/13/2020

Signature

Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNK

Subgrant Number K9110015

Grant Code 202

Project Term 10/01/18 to 06/30/20

Total allocation for this grant code: \$697,487.00

1. How much cash has been drawn down  
under this grant code? \$697,487.00
2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report \$697,487.00
3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 202  
 Grant Term: 10/01/2018-06/30/2020  
 Report Type: Q  
 Report Period: 202006

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2018
2. Report Revision Number	1
3. Subgrant Number	K9110015
4. Subgrant Term From-To:	4/1/2018-3/31/2021
5. Total Allotment	\$697,487.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$697,487.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$69,748.60
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$69,748.60

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$54,405.33
3. Intensive Services/WIOA Career Services Ind.			\$32,855.27
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$493,724.09
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$46,753.71
6. Other			\$0.00
7. Total Program Expenditure	\$627,738.40	\$0.00	\$627,738.40

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00



**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$86,370.00	\$86,370.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

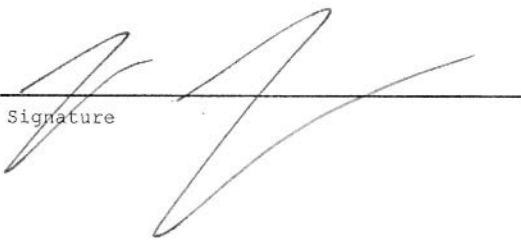
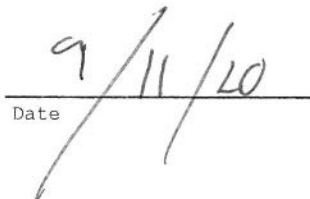
JUNE2020 K911 202 ADULT CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/13/2020

Signature

Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number K9110015

Grant Code 301

Project Term 04/01/18 to 06/30/20

Total allocation for this grant code: \$751,512.00

1. How much cash has been drawn down  
under this grant code? \$751,512.00

2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report \$751,512.00

3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING

Report Type: Q

OFFICE

Grant Code: 301

Grant Term: 04/01/2018-06/30/2020

Report Period: 202006

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2018
2. Report Revision Number	1
3. Subgrant Number	K9110015
4. Subgrant Term From-To:	4/1/2018-3/31/2021
5. Total Allotment	\$751,512.00
6. Closeout Report (Y/N)	Yes

<b>II. TOTAL EXPENDITURES (Admin + Program)</b>	<b>\$751,512.00</b>
-------------------------------------------------	---------------------

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$62,062.61
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$62,062.61

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Youth In School			\$8,986.18
2. Youth Out Of School			\$680,463.21
3. Total Program Expenditures	\$689,449.39	\$0.00	\$689,449.39
a. Youth Summer Employment Opportunities			\$0.00
b. WIOA Paid and Unpaid Work Experience			\$520,435.47

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Fed Share of Unliquidated Obligations for PFP			\$0.00
6. PFP Contract Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

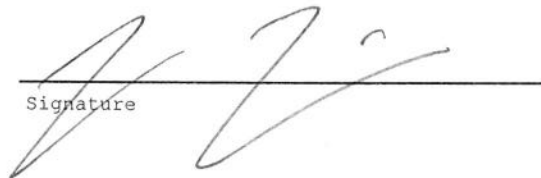
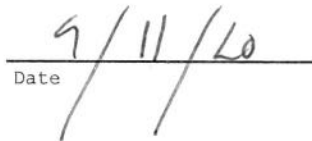
JUNE2020 K911 301 YOUTH CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/13/2020

Signature

Date



**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number K9110015

Grant Code 302

Project Term 04/01/18 to 06/30/20

Total allocation for this grant code: \$2,298.00

1. How much cash has been drawn down  
under this grant code? \$2,298.00

2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report \$2,298.00

3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING  
OFFICE

Report Type: Q

Grant Code: 302

Grant Term: 04/01/2018-06/30/2020

Report Period: 202006

#### I. SUBGRANT INFORMATION

1. Year Of Appropriation	2018
2. Report Revision Number	1
3. Subgrant Number	K9110015
4. Subgrant Term From-To:	4/1/2018-3/31/2021
5. Total Allotment	\$2,298.00
6. Closeout Report (Y/N)	Yes

II. TOTAL EXPENDITURES (Admin + Program) \$2,298.00

#### III. ADMINISTRATIVE EXPENDITURES

1. Administrative Cash Expenditures	\$0.00
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$0.00

#### IV. OTHER REPORTABLE ITEMS (ADMIN)

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

#### V. CUMULATIVE EXPENDITURES (PROGRAM)

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Youth In School			\$0.00
2. Youth Out Of School			\$2,298.00
3. Total Program Expenditures	\$2,298.00	\$0.00	\$2,298.00
a. Youth Summer Employment Opportunities			\$0.00
b. WIOA Paid and Unpaid Work Experience			\$0.00

#### VI. OTHER REPORTABLE ITEMS (PROGRAM)

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Fed Share of Unliquidated Obligations for PFP			\$0.00
6. PFP Contract Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2020 K911 302 YOUTH CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/13/2020

Signature

Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County124 North Irwin StreetHanford, CA 93230Subrecipient Code KNGSubgrant Number K9110015Grant Code 500Project Term 10/01/18 to 06/30/20Total allocation for this grant code: \$171,128.00

1. How much cash has been drawn down  
under this grant code? \$171,128.00
2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report \$171,128.00
3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title



Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 500  
 Grant Term: 10/01/2018-06/30/2020  
 Report Type: Q  
 Report Period: 202006

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2018
2. Report Revision Number	1
3. Subgrant Number	K9110015
4. Subgrant Term From-To:	4/1/2018-3/31/2021
5. Total Allotment	\$171,128.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$171,128.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$1,898.41
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$1,898.41

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$17,828.85
3. Intensive Services/WIOA Career Services Ind.			\$0.34
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$140,241.40
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$11,159.00
6. Other			\$0.00
7. Total Program Expenditure	\$169,229.59	\$0.00	\$169,229.59

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2020 K911 500 ADULT CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/13/2020

Signature

Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number K9110015

Grant Code 501

Project Term 07/01/18 to 06/30/20

Total allocation for this grant code: \$112,281.00

1. How much cash has been drawn down  
under this grant code? \$112,281.00

2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report \$112,281.00

3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING  
OFFICE

Report Type: Q

Grant Code: 501

Grant Term: 07/01/2018-06/30/2020

Report Period: 202006

### I. SUBGRANT INFORMATION

1. Year Of Appropriation	2018
2. Report Revision Number	1
3. Subgrant Number	K9110015
4. Subgrant Term From-To:	4/1/2018-3/31/2021
5. Total Allotment	\$112,281.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$112,281.00

### III. ADMINISTRATIVE EXPENDITURES

1. Administrative Cash Expenditures	\$11,228.10
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$11,228.10

### IV. OTHER REPORTABLE ITEMS (ADMIN)

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

### V. CUMULATIVE EXPENDITURES (PROGRAM)

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$10,105.29
3. Intensive Services/WIOA Career Services Ind.			\$5,614.05
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$76,351.08
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$8,982.48
6. Other			\$0.00
7. Total Program Expenditure	\$101,052.90	\$0.00	\$101,052.90

### VI. OTHER REPORTABLE ITEMS (PROGRAM)

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00



**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2020 K911 501 DISLOC CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/13/2020

Signature

Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number K9110015

Grant Code 502

Project Term 10/01/18 to 06/30/20

Total allocation for this grant code: \$362,775.00

1. How much cash has been drawn down  
under this grant code? \$362,775.00

2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report \$362,775.00

3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING  
OFFICE  
Grant Code: 502  
Grant Term: 10/01/2018-06/30/2020

Report Type: Q  
Report Period: 202006

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2018
2. Report Revision Number	1
3. Subgrant Number	K9110015
4. Subgrant Term From-To:	4/1/2018-3/31/2021
5. Total Allotment	\$362,775.00
6. Closeout Report (Y/N)	Yes

<b>II. TOTAL EXPENDITURES (Admin + Program)</b>	<b>\$362,775.00</b>
-------------------------------------------------	---------------------

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$26,922.70
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$26,922.70

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$13,831.91
3. Intensive Services/WIOA Career Services Ind.			\$6,108.49
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$271,083.04
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$44,828.86
6. Other			\$0.00
7. Total Program Expenditure	\$335,852.30	\$0.00	\$335,852.30

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$7,925.00	\$7,925.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

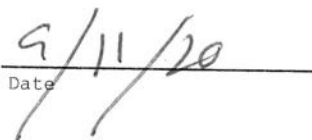
JUNE2020 K911 502 DISLOC CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/13/2020

Signature

Date



**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number K9110015

Grant Code 292

Project Term 07/01/18 to 06/30/19

Total allocation for this grant code: \$5,069.00

1. How much cash has been drawn down  
under this grant code? \$5,069.00
2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report \$5,069.00
3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY

Report Type: Q

Grant Code: 292

Grant Term: 07/01/2018-06/30/2019

Report Period: 201906

**I.SUBGRANT INFORMATION**

1. Year Of Appropriation	2018
2. Report Revision Number	1
3. Subgrant Number	K9110015
4. Subgrant Term From-To:	4/1/2018-9/30/2020
5. Total Allotment	\$5,069.00
6. Closeout Report (Y/N)	Yes

<b>II. TOTAL EXPENDITURES (Admin + Program)</b>	<b>\$5,069.00</b>
-------------------------------------------------	-------------------

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$0.00
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$0.00

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

1. Program Cash Expenditures	\$5,069.00
2. Program Accrued Expenditures	\$0.00
3. Total 25% Rapid Response	\$5,069.00

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2019 K911 292 RAPID RESPONSE LAYOFF AVERSION CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/20/2019

Signature

Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number K9110015

Grant Code 293

Project Term 10/01/18 to 06/30/19

Total allocation for this grant code: \$19,940.00

1. How much cash has been drawn down  
under this grant code? \$19,940.00
2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report \$19,940.00
3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY

Report Type: Q

Grant Code: 293

Grant Term: 10/01/2018-06/30/2019

Report Period: 201906

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2018
2. Report Revision Number	1
3. Subgrant Number	K9110015
4. Subgrant Term From-To:	4/1/2018-9/30/2020
5. Total Allotment	\$19,940.00
6. Closeout Report (Y/N)	Yes

<b>II. TOTAL EXPENDITURES (Admin + Program)</b>	<b>\$19,940.00</b>
-------------------------------------------------	--------------------

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$0.00
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$0.00

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

1. Program Cash Expenditures	\$19,940.00
2. Program Accrued Expenditures	\$0.00
3. Total 25% Rapid Response	\$19,940.00

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00



**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2019 K911 293 RAPID RESPONSE LAYOFF AVERSION CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/20/2019

Signature

Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number K9110015

Grant Code 540

Project Term 07/01/18 to 06/30/19

Total allocation for this grant code: \$17,971.00

1. How much cash has been drawn down  
under this grant code? \$17,971.00

2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report \$17,971.00

3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY

Report Type: Q

Grant Code: 540

Grant Term: 07/01/2018-06/30/2019

Report Period: 201906

**I.SUBGRANT INFORMATION**

1. Year Of Appropriation	2018
2. Report Revision Number	1
3. Subgrant Number	K9110015
4. Subgrant Term From-To:	4/1/2018-9/30/2020
5. Total Allotment	\$17,971.00
6. Closeout Report (Y/N)	Yes

<b>II. TOTAL EXPENDITURES (Admin + Program)</b>	<b>\$17,971.00</b>
-------------------------------------------------	--------------------

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$0.00
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$0.00

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

1. Program Cash Expenditures	\$17,971.00
2. Program Accrued Expenditures	\$0.00
3. Total 25% Rapid Response	\$17,971.00

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2019 K911 540 RAPID RESPONSE CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/20/2019

Signature

Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number K8106180

Grant Code 541

Project Term 10/01/18 to 06/30/19

Total allocation for this grant code: \$89,286.00

1. How much cash has been drawn down  
under this grant code? \$89,286.00

2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report \$89,286.00

3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious  
Signature

Fiscal Analyst III

Title



Subgrantee Code: KINGS COUNTY

Report Type: Q

Grant Code: 541

Grant Term: 10/01/2018-06/30/2019

Report Period: 201906

**I.SUBGRANT INFORMATION**

1. Year Of Appropriation	2018
2. Report Revision Number	1
3. Subgrant Number	K9110015
4. Subgrant Term From-To:	4/1/2018-9/30/2020
5. Total Allotment	\$89,286.00
6. Closeout Report (Y/N)	Yes

<b>II. TOTAL EXPENDITURES (Admin + Program)</b>	<b>\$89,286.00</b>
-------------------------------------------------	--------------------

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$0.00
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$0.00

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

1. Program Cash Expenditures	\$89,286.00
2. Program Accrued Expenditures	\$0.00
3. Total 25% Rapid Response	\$89,286.00

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2019 K911 541 RAPID RESPONSE CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/20/2019

Signature

Date





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

**SUBMITTED BY:** Administration – Edward Hill/Sande Huddleston

**SUBJECT:** CLAIM FOR DAMAGES FOR FRANCISCO MACIEL RUIZ

**SUMMARY:**

**Overview:**

Claim for Damages are received by the Board of Supervisors and reviewed by the Risk Manager, as well as County Counsel. Their recommendation is brought before your Board for your consideration.

**Recommendation:**

**Deny the Claim for Damages filed by Matthew Soleimanpour on behalf of Francisco Maciel Ruiz.**

**Fiscal Impact:**

None with this action.

**BACKGROUND:**

On November 10, 2021, a claim for damages was filed by Matthew Soleimanpour on behalf of Francisco Maciel Ruiz, claiming that the Kings County Sheriff's Department entered into unsafe practices in their pursuit of a suspect, leading the suspect to collide with Francisco Maciel Ruiz. After investigation of the claim, County Counsel's office finds that the County is not liable for any damages. Pursuant to Government Code section 912.6, staff recommends your Board find that the claim is without merit and deny the claim.

---

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 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 December 7, 2021

**SUBMITTED BY:** Administration – Edward D. Hill/Sande Huddleston

**SUBJECT:** APPROVAL OF CRIME BOND AS PUBLIC OFFICIAL BOND AND SET FAITHFUL PERFORMANCE AMOUNTS

### **SUMMARY:**

#### **Overview:**

Section 1450 of the Government Code requires elected public officials to file a public official bond (P.O. Bond) with the County Clerk. Section 1481 et seq allows counties to use a master crime bond in place of individual bonds. That section also requires the appointing authority to set the amount of the P.O. Bond for each elective office. Staff recommends the amounts set forth in the attachment.

#### **Recommendation:**

- a. Approve substitution of the County's Master Crime Bond for individual public official bonds; and
- b. Approve the amounts in the declaration as the amounts required for faithful performance bonds of each elected official.

#### **Fiscal Impact:**

Continuing the practice of substituting the County's Master Crime Bond for the individual P.O. Bonds required for elected officials eliminates several thousand dollars in premiums over the period of the four year terms of the elective officials.

### **BACKGROUND:**

The Government Code requires that elected officials secure a faithful performance bond, often referred to as a public official bond. The Finance Department Director is included because the Treasurer function is located in that Department and should be included in the required bonding procedure. The P.O. Bond is to assure that any

(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**

### **APPROVAL OF CRIME BOND AS PUBLIC OFFICIAL BOND AND SET FAITHFUL PERFORMANCE AMOUNTS**

**December 7, 2021**

**Page 2 of 3**

citizen who alleges that the County has suffered a loss of money, securities or other property because of the failure of the public official to faithfully perform the duties of his or her office can look to the surety to reimburse the County the amount of the loss. The Code also required the Board to set the amount of the P.O. Bond for each County elected official.

In lieu of individual bonds, the County is permitted to use its master crime bond to meet this requirement; however, it must be written on a faithful performance form. The County's Master Crime Bond meets this test.

The County participates in the Crime Bond program offered by PRISM (Public Risk Innovation Solutions, and Management). This provides coverage against a broad range of exposure ranging from burglary and robbery to computer fraud and forgery. Kings County has a \$25,000 deductible; upper limits are \$10 million per occurrence with an excess of \$5,000,000.

To reduce the exposure to loss, the County should set the specific amounts of the faithful performance aspect of the master crime bond. Staff has prepared a list of amounts that provides reasonable protection to the public without unnecessarily exposing the master crime bond to claims against its full limits. Most amounts do not exceed the County's deductible.

If approved by your Board, staff will follow the procedures set forth in the Government Code to request approval of the bond as to form from the Presiding Judge of the Superior Court, recording of the bond, as approved, in the office of the County Recorder and filing of the bond. The bond of the Clerk is to be filed with the Finance Department as an official record of the Treasurer function and the bond covering all other offices is to be filed with the County Clerk. The following outlines established amounts of the faithful performance bonds as recommended.

Upon recommendation from staff, the Board of Supervisors does hereby establish the amounts of the faithful performance bonds, pursuant to the GC 1480, the respective offices as follows:

County Supervisors	\$10,000 each
Assessor/Clerk/Recorder	\$10,000
Sheriff/Coroner	\$15,000
Department of Finance Director	\$50,000
District Attorney	\$15,000

Attachment: Government Crime Policy Declaration



National Union Fire Insurance Company of Pittsburgh, Pa.

A capital stock company

POLICY NUMBER: 01-420-86-23

REPLACEMENT OF POLICY NUMBER: 01-468-30-06

### GOVERNMENT CRIME POLICY DECLARATIONS

In Return For The Payment Of The Premium, And Subject To All The Terms And Conditions Of This Policy, We Agree With You To Provide The Insurance As Stated In This Policy.

Coverage Is Written:



Primary



Excess



Coindemnity



Concurrent

<b>Company Name Area:</b>	National Union Fire Insurance Company of Pittsburgh, Pa.
<b>Producer Name Area:</b>	ALLIANT INSURANCE SERVICES, INC. 1301 DOVE ST STE 200 NEWPORT BEACH, CA 92660
<b>Named Insured:</b>	Public Risk Innovation, Solutions, and Management (PRISM)  (including any Employee Welfare or Benefit Plans)
<b>Mailing Address:</b>	75 IRON POINT CIRCLE, STE 200 FOLSOM, CA 95630
<b>Policy Period</b>	
<b>From:</b>	June 30, 2021
<b>To:</b>	June 30, 2022 12:01 A.M. at your mailing address shown above.

Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1. Employee Theft – Per Loss Coverage	\$10,000,000	PER SCHEDULE
2. Employee Theft – Per Employee Coverage	Not Covered	Not Covered
3. Forgery Or Alteration	\$10,000,000	PER SCHEDULE

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4. Inside The Premises – Theft Of Money And Securities	\$10,000,000	PER SCHEDULE
5. Inside The Premises – Robbery Or Safe Burglary Of Other Property	\$10,000,000	PER SCHEDULE
6. Outside The Premises	\$10,000,000	PER SCHEDULE
7. Computer Fraud	\$10,000,000	PER SCHEDULE
8. Funds Transfer Fraud	\$10,000,000	PER SCHEDULE
9. Money Orders And Counterfeit Money	\$10,000,000	PER SCHEDULE
If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.		

**Endorsements Forming Part Of This Policy When Issued:**

#1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #16, #17, #18, #19, #20, #21, #22, #23, #24, #25, #26, #27, #28, #29, #30, #31, #32, #33, #34, #35, #36, #7, #38, #39, #40, #41, #42, #43, #44, #45, #46, #47, #48, #49, #50, #51, #52, #53, #54, #55, #56, #57, #58, #59, #60, #61, #62, #63, #64, #65, #66, #67, #68, #69, #70, #71, #72, #73, #74, #75, #76 #77 #78 #79 #80 #81 #82 #83 and #84

**Cancellation Of Prior Insurance Issued By Us:**

By acceptance of this Policy you give us notice cancelling prior policy Nos. 01-468-30-06 ; the cancellation to be effective at the time this Policy becomes effective.

Premium: \$2,127,223

**IN WITNESS WHEREOF**, the **Insurer** has caused this Policy to be signed by its President, Secretary and Authorized Representative. This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer.



\_\_\_\_\_  
PRESIDENT

National Union Fire Insurance Company of  
Pittsburgh, Pa.



\_\_\_\_\_  
SECRETARY

National Union Fire Insurance Company of  
Pittsburgh, Pa.



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
COUNTERSIGNED AT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTERSIGNATURE

ALLIANT INSURANCE SERVICES, INC.  
1301 DOVE ST SUITE 200  
NEWPORT BEACH, CA 92660

250340

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**ENDORSEMENT# 3-81**

This endorsement, effective at 12:01AM June 30, 2021

forms a part of

Policy number: 01-420-86-23

Issued to: Public Risk Innovation, Solutions, and Management (PRISM)

By: National Union Fire Insurance Company of Pittsburgh, Pa.

**ADDITIONAL NAMED INSURED**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**GOVERNMENT CRIME POLICY**

The following Insured(s) is/are added as a Named Insured with respect to all Insuring Agreements:

**A. Schedule\***

Named Insured: Kings County		
<u>Insurance Agreements/Endorsements/Coverages</u>	<u>Limit of Insurance</u>	<u>Deductible Amount</u>
Insuring Agreements: 1, 3, 4, 5, 6, 7, 8, 9 Endorsements: CR 25 19, CR 25 20	\$10,000,000	\$25,000
Impersonation Fraud	\$250,000	\$25,000

**B. Provisions**

1. Solely with respect to the Named Insured(s) set forth in the above SCHEDULE, Endorsements CR 25 19 and CR 25 20 are added to the Coverage Form/Policy.
2. Solely with respect to Insuring Agreements 1, 3, 4, 5, 6, 7, 8, and 9 and the coverage as afforded by Endorsements CR 25 19 and CR 25 20 and any other insuring agreement, endorsement or other coverage listed in the above SCHEDULE, the most we will pay under this policy for loss is the applicable Limit of Insurance shown in the above SCHEDULE for the respective Named Insured and such loss shall also be subject to the applicable Deductible Amount also shown in the SCHEDULE above for the respective Named Insured.
3. No Limit of Insurance during any period will be cumulative with any other amount applicable to the same coverage during any other period.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**END 003**

  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT# 5****CRIME AND FIDELITY  
CR 25 19 05 06**

This endorsement, effective *12:01 am June 30, 2021*  
Policy number: *01-420-86-23*  
issued to *Public Risk Innovation, Solutions, and Management*  
*(PRISM)*

forms a part of

by *National Union Fire Insurance Company of Pittsburgh, Pa.***THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE  
FOR GOVERNMENT EMPLOYEES**

This endorsement modifies insurance provided under the following:

**GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreements designated below:

**SCHEDULE**

Insuring Agreement		Limit Of Insurance
<input checked="" type="checkbox"/>	Employee Theft - Per Loss Coverage	\$10,000,000
<input type="checkbox"/>	Employee Theft - Per Employee Coverage	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

1. The following is added to the Employee Theft Insuring Agreement designated above:

We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit of Insurance shown in the Schedule. That Limit, is part of, not in addition to, the Limit of Insurance shown in the Declarations.

2. The following exclusions are added to Section D.2. Exclusions:

- Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
- Damages for which you are legally liable as a result of:
  - The deprivation or violation of the civil rights of any person by an "employee"; or
  - The tortious conduct of an "em-

ployee", except the conversion of property of other parties held by you in any capacity.

3. The Indemnification Condition is replaced by the following:

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

4. Part (I) of the Termination As To Any Employee Condition is replaced by the following:

- (1) As soon as:

(a) You; or

(b) Any official or employee authorized to manage, govern or control your "employees" learn of any act committed by the "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee

**END 005**

**ENDORSEMENT# 5** (Continued)

Theft Insuring Agreement, as amended by this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

A handwritten signature in black ink, appearing to read "Ami Z", is positioned above a horizontal line.

AUTHORIZED REPRESENTATIVE

***END 005***



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

**SUBMITTED BY:** Administration – Edward Hill/Domingo Cruz

**SUBJECT:** PUBLIC SAFETY REALIGNMENT & POST RELEASE COMMUNITY  
SUPERVISION 2021 PLAN

**SUMMARY:**

**Overview:**

On November 17, 2021, the Kings County Community Corrections Partnership (CCP) Committee met and approved the Public Safety Realignment & Post Release Community Supervision 2021 Plan. This plan is submitted to the Board of State and Community Corrections (BSCC) annually to meet the requirement of Assembly Bill 109 (AB 109) of 2011, known as the Public Safety Realignment Act.

**Recommendation:**

**Approve the Public Safety Realignment & Post Release Community Supervision 2021 Plan to meet the requirement of Assembly Bill 109.**

**Fiscal Impact:**

None with this action. Public Safety Realignment allocations were adopted by your Board during the Budget Hearing on August 17, 2021 in the amount of \$11,799,559. Below is the list of allocations.

Department	Total FY 21/22 Adopted	% of Total Allocated
Administration (111000)	\$ 47,491	0.40%
County Counsel (130000)	44,000	0.37%
Human Resources (140000)	65,900	0.56%
District Attorney (216400)	416,447	3.53%
Sheriff - AB 109 (221500)	8,871,505	75.19%
Probation (233100)	2,269,216	19.23%
Defense of the Accused (302500)	85,000	0.72%
	\$ 11,799,559	100.00%

(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

### PUBLIC SAFETY REALIGNMENT & POST RELEASE COMMUNITY SUPERVISION 2021 PLAN

December 7, 2021

Page 2 of 3

#### **BACKGROUND:**

The California Legislature passed the Public Safety Realignment Act (Assembly Bill 109), which transferred responsibility for supervising specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation (CDCR) to counties. Assembly Bill 109 (AB 109) took effect October 1, 2011. AB 109 legislation requires each county to develop its own implementation plan on how best to utilize sanctions and evidence-based practices to improve services and reduce recidivism. Every year, AB 109 tasks the local Community Corrections Partnership Committee to review and update its Public Safety Realignment Plan to make sure that they are current.

Program funding with the Job Training Office will continue to operate in this fiscal year, as it continues to show positive impacts, including increased numbers of clients securing jobs, and remaining crime free. The number of successful clients this program assisted are outlined below, including the month of September 2021, Year-to-Date for 2021, 2019 to 2020, 2020 to 2021, and a Cumulative Total:

Participants	Current Month	Year to Date	2020 to 2021	2019 to 2020	Cumulative
Total Referrals ( <i>Probation Dept. referrals to JTO/CCP Staff</i> )	5	20	117	128	265
Participants receiving Basic Career Services	3	16	117	128	261
Participants receiving Individualized Career Services	3	16	117	128	261
Participants utilizing Job Readiness Workshops	0	0	0	31	31
Participants obtaining Unsubsidized Employment	8	25	77	48	150
Recidivism Rates for Participants	0	0	7	9	16

The Kings County Sheriff's Office (KCSO) saw an increase in the number of inmates beginning early in 2020, however, population numbers leveled off in 2021 after some relief from the Coronavirus Disease 2019 (COVID-19) virus, and the fact that state prisons began re-opening inmate reception centers. The Sheriff's Office is currently citing the majority of bookings with bail amounts up to \$25,000, and authorizing supervisory staff to use a great deal of discretion to issue citations to appear on low-level offenses and warrant arrests.

Changes in funding awarded to the County included an increase in allocation of \$2,629,815 for Fiscal Year (FY) 2021-2022 from FY 2020-2021. There is also zero growth fund allocation for FY 2020-2021, which the County was allocated \$663,327 in FY 2019-2020. The allocation for FY 2021-2022 is \$795,859. Growth funds are awarded based on performance measures, which include the Second Striker Reduction (total amount of second time offenders), Felony Probation Improvement (probationers sent to prison while on probation), Incarceration Reduction (reduction of felons to prison), or Low Incarceration Rates (lower count of felons against the statewide average).



## **Agenda Item**

### **PUBLIC SAFETY REALIGNMENT & POST RELEASE COMMUNITY SUPERVISION 2021 PLAN**

**December 7, 2021**

**Page 3 of 3**

During the upcoming year, an emphasis will continue to be placed on enhancing and providing evidenced-based programs for Community Supervision offenders needing these services in an effort to promote reducing recidivism rates. Evidence-based practices are “supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under probation, parole, or post-release supervision.” Understanding rehabilitation and accountability are not mutually exclusive; the goal for reducing recidivism rates is to provide programming and treatment to address the root causes of criminality. In order to determine the appropriate programming and treatment, a Risk-Need-Responsivity model is used by the Probation Department. The Risk Principle matches the level of service to the offender’s risk to reoffend. The Need Principle assesses the offender’s criminogenic needs and targets those needs in treatment. And, the Responsivity Principle involves maximizing the offender’s ability to learn from rehabilitative intervention by providing cognitive behavioral treatment and tailoring the intervention to the learning style, motivation, abilities and strengths of the offender.

Attached to this agenda item is the Kings County Public Safety Realignment & Post Release Community Supervision 2021 Plan.

# **County of Kings Public Safety Realignment & Post Release Community Supervision 2021 Plan**



## **Executive Committee of the Community Corrections Partnership**

Nocona Soboleski, Court Executive Officer, Superior Court  
David Robinson, Sheriff  
Rusty Stivers, Chief, Avenal Police Department  
Keith Fagundes, District Attorney  
Marianne Gilbert, Public Defender  
Lisa Lewis, Behavioral Health Director  
Kelly Vernon, Chief Probation Officer (Chair)

1424 Forum Drive  
Hanford, CA 93230  
(559) 852-4303

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## **OVERVIEW OF 2011 PUBLIC SAFETY REALIGNMENT ACT (AB 109)**

In 2011, the California Legislature passed Assembly Bill (AB) 109 known as the Public Safety Realignment Act. This legislation transfers responsibility for supervising specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation (CDCR) to counties. AB 109 took effect October 1, 2011 and realigned three major areas of the criminal justice system. On a prospective basis, the legislation:

- Transferred the location of incarceration for lower-level offenders (specified non-violent, non-serious, non-sex offenders) from state prison to local county jail, and provides for an expanded role for post-release supervision for these offenders; and
- Transferred responsibility for post-release supervision of lower-level offenders (those released from prison after having served a sentence for a non-violent, non-serious, and non-sex offense) from the state to the county level by creating a new category of supervision called Post-Release Community Supervision (PRCS); and
- Transferred the housing responsibility for parole and PRCS revocations to local jail custody. AB 109 also tasked the local Community Corrections Partnership (CCP), who acts as the governing body responsible for developing and submitting public safety realignment implementation recommendations to the Board of Supervisors. The CCP recommends a plan for implementation, which shall be deemed, accepted by the Board of Supervisors unless rejected by a 4/5th vote. The Executive Committee of the CCP for Kings County is composed of the Chief Probation Officer (Chair), Sheriff-Coroner, a Chief of Police (represented by the Avenal Police Chief), District Attorney, Public Defender, Presiding Judge of the Superior Court or designee, and Behavioral Health Director.

## **BUDGET**

The costs associated with the efforts required under AB 109 are funded with a dedicated portion of state sales tax revenue and Vehicle License Fees (VLF). These funding sources are outlined in trailer bills AB 118 and Senate Bill (SB) 89 of 2011. The latter provided revenue to counties for local public safety programs, and the former established the Local Revenue Fund for counties to receive the revenues and appropriate funding for efforts required under 2011 Public Safety Realignment.

In November 2012, California voters approved Governor Brown's Proposition 30, which created a constitutional amendment that protected ongoing funding to the counties for Realignment. The amendment prohibits the Legislature from reducing or removing funding to counties for compliance with AB 109.

The table below outlines the distribution of Public Safety Realignment funds.

[1] 2020-2021 AB 109 PROGRAM FUND BALANCE	[2] 2021-2022 Allocation for AB 109 PROGRAMS	[3] 2021-2022 Allocation for AB 109 DA/PD Activities (revocation)	[4] 2021-2022 Allocation for CCP Planning	[5] Allocation for PRCS	[6] Anticipated One-Time State Mandated Reimbursement Funding	[7] 2020-21 One-Time Growth Funding	[8] 2021-2022 10% Transfer Out to Innovation Sub- Account	[9] One-Time Realignment Backfill	Total 2021-22 Allocation	
KINGS	\$3,748,774	\$9,994,338	\$300,000	\$100,000	\$0	\$0	\$795,859	(\$79,586)	\$0	\$14,859,386

**FY 2021-2022 Adopted Distribution of AB 109 Funds:**

	FY 11/12 Actual	FY 12/13 Actual	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Actual	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Actual	FY 20/21 Adopted	Total FY 21/22 Adopted	% of Total Allocated
Administration (111000)	\$ -	\$ 28,979	\$ 97,547	\$ 94,981	\$ 94,981	\$ 94,981	\$ 47,491	\$ 47,491	\$ 47,491	\$ 47,491	\$ 47,491	\$ 47,491	0.40%
County Counsel (130000)	30,024	18,230	89,676	88,164	88,164	88,164	44,000	44,000	44,000	44,000	44,000	44,000	0.37%
Human Resources (140000)	19,375	28,143	128,201	131,799	131,799	131,799	65,900	65,900	65,900	65,900	65,900	65,900	0.56%
District Attorney (216400)	-	-	68,088	114,027	263,822	237,408	95,515	186,639	330,298	346,981	379,250	416,447	3.53%
Sheriff - AB 109 (221500)	1,155,829	2,055,944	4,583,208	5,858,185	6,166,102	6,444,737	6,651,128	7,273,946	7,747,902	8,129,735	8,371,648	8,871,505	75.19%
Probation (233100)	540,013	1,237,666	1,991,655	1,783,259	1,770,495	1,791,889	1,595,922	1,685,716	1,916,437	1,988,747	2,328,329	2,269,216	19.23%
Defense of the Accused (302500)	78,110	37,750	30,750	27,500	32,500	53,250	53,250	80,875	80,000	85,000	85,000	85,000	0.72%
	\$ 1,823,351	\$ 3,457,456	\$ 7,031,984	\$ 8,148,579	\$ 8,604,500	\$ 8,918,008	\$ 8,600,242	\$ 9,384,566	\$ 10,232,028	\$ 10,707,854	\$ 11,321,618	\$ 11,799,559	100.00%

Fund Balance Reserved for Ongoing  
AB 109 Requirements: \$ 3,059,827

## **PUBLIC SAFETY PARTNERS**

### **DISTRICT ATTORNEY**

Prison realignment has increased the number of persons placed on probation because of insufficient resources available to support traditional incarceration. An increase in probationers has resulted in more violations of probation hearings, thereby, requiring additional services from District Attorney Staff.

The District Attorney will dedicate prosecution and investigation resources toward review of PRCS violations, court appearances, and proactive follow-up with PRCS participants via communication through defense attorneys representing PRCS participants and ensuring local resources are available and offered through said communication with the participant's attorney. In addition, the District Attorney will maintain an online presence with the goal of reintegrating at-large PRCS offenders with the justice system in an effort to increase engagement and participation with the courts and justice partners. The District Attorney dedicates resources to help locate PRCS probationers, who have warrants for non-appearance and non-participation in supervision. Where PRCS cases involve victims, the Victim Witness Assistance Program advocates will provide support and services to victims, including court support should a case proceed to hearing.

### **DEFENSE OF THE ACCUSED**

Kings County's contracted public defense attorneys may work with the realigned offender population, and provide services to those individuals who qualify for county jail and alternative program placement sentences under AB 109. Under AB 118, the Legislature provided funding for the Public Defender to handle the additional workload.

### **PROBATION DEPARTMENT**

The Probation Department supervises offenders released from the California Department of Corrections and Rehabilitation under Post Release Community Supervision (PRCS). These offenders are comprised of those offenders whose most recent crime is non-serious pursuant to Penal Code (PC) 1192.7(c) and non-violent pursuant to 667.5(c) PC.



As of September 24, 2021, the department supervises **approximately** 300 PRCS Offenders with six (6.0) full time equivalent (FTE) Deputy Probation Officer I/II's. The PRCS Officers are assigned to Hanford, Lemoore, Corcoran, Avenal and the unincorporated areas of Kings County; these officers work closely with the respective police agency in their jurisdiction. Additionally, these officers work frequent night and weekend shifts to maximize supervision efforts

- **GLOBAL POSITIONING SYSTEM (GPS) MONITORING PROGRAM**

To help offset the increasing number of offenders in the Kings County Jail following criminal justice realignment, the Probation Department's Electronic Monitoring Unit implemented a GPS Monitoring Program in November of 2011; this unit operates within the authority granted by Penal Code sections 1203.016 - 1203.018. GPS Monitoring allows the Department to closely monitor the whereabouts and movement of its participants 24 hours a day, 7 days a week with one (1.0) FTE Deputy Probation Officer III, one (1.0) FTE Deputy Probation Officer I/II and two (2.0) FTE Probation Technicians. As of October 20, 2021, the program **supervises** approximately **64** offenders who would otherwise be detained or sentenced to time in the Kings County Jail. In addition to being subject to 24/7 monitoring, these offenders are afforded the opportunity to maintain employment and attend treatment or other educational programs.

In addition to detained and sentenced inmates, the Probation Department utilizes GPS monitoring only pursuant to 1210.7 PC to maintain a higher level of supervision of high-risk offenders who are under supervision of the Department on PRCS, mandatory supervision, or probation. Further, the Probation Department operates a juvenile GPS house arrest program in collaboration with the Kings Juvenile Center and the Kings County Superior Court's Court Juvenile Division.

The Probation Department signed a Memoranda of Understanding with the County's Job Training Office (JTO) as recommended and approved by the CCP Executive Board. The goal of the collaborative effort is to assist in improving the quality of life in the communities by reducing crimes committed by individuals subject to PRCS by providing valuable resources such as resume building and employment opportunities. The Department saw positive impacts, including increased numbers of clients securing jobs and remaining crime free.

Job Training Office	\$110,673
Total:	\$ 110,673

The Probation Department's struggle continues with recruiting Deputy Probation Officer's, Juvenile Correction Officers and Probation Technicians; as well as, retaining those positions. Currently, there are eight (8) vacancies for the position of Juvenile Correction Officer, five (5) vacancies for the position of Deputy Probation Officer, and three (3) vacancies for Probation Technician. In calendar year 2021, there have been fourteen (14) Juvenile Correction Officer's who have resigned (some resigning by email and phone without two-week notice), five (5) Deputy Probation Officer resignations and three (3) Probation Technician resignations. As a

result of the dramatic understaffing, the Department has began requesting volunteers or mandating Deputy Probation Officers to work in the Juvenile Center on average of five to six shifts per week. This results in the Deputy Probation Officer's duties, responsibilities not being met, and the workload/caseloads being unsupervised. The Department has struggled with this issue year-after-year, and it does not appear there will be any relief anytime soon.

## **SHERIFF**

The Kings County Sheriff's Office (KCSO) saw an increase in the number of inmates beginning early in 2020, however, population numbers leveled off in 2021 after some relief from the Coronavirus Disease 2019 (COVID-19) virus, and the fact that state prisons began re-opening inmate reception centers. The jail population hovered at approximately 500 inmates and above all year. The Sheriff's Office is currently citing the majority of bookings with bail amounts up to \$25,000, and authorizing supervisory staff to use a great deal of discretion to issue citations to appear on low-level offenses and warrant arrests.

COVID-19 protocols have been implemented consistent with California Department of Public Health (CDPH) guidelines to comply with vaccine and testing mandates. This process is ever changing to comply with repeated changes implemented by CDPH. KCSO continues to isolate all new housing intakes to prevent the spread of COVID-19 within the Kings County Jail. Inmates are frequently tested, and have been offered approved COVID-19 vaccinations as additional measures to combat the virus and its spread within the facility.

A Detentions Lieutenant has been assigned to constantly monitor the protocols established by local, state, and federal entities to comply with employee testing and vaccine mandates.

Funding through AB 109 dollars does not cover all costs such as medical costs for inpatient and outpatient medical needs. The original CCP Board gave the majority of the funding to the Sheriff's Office to stop the early release of inmates that had been occurring for many years. Any further reductions in future funding will likely result in the early release of inmates back into the community.

In 2020 and continuing into 2021-2022, the Sheriff's Office has increased its Programs Division staffing from one allocated position to three. These additions have allowed the Sheriff to expand the inmate programs to include:

The jail programs currently supported in whole or in part from AB 109 funds include:

- Koinonia Church's ministry in the jail, teaching "Battle Zone", which is a Bible study program. A chaplain is teaching a variety of Bible classes and helps organize other inmate religions needs. – This program is temporarily suspended due to COVID-19, but is expected to be restarted in 2021-2022 fiscal year.
- GED services, as well as computer skills, life skills and/or Narcotics and Alcoholics Anonymous (NA and AA) meetings. NA and AA programs have been reinstated now that COVID-19 restrictions were alleviated.

- In conjunction with the Job Training Office, the Programs Division of the Kings County Sheriff's Office has implemented resume building classes along with additional job preparation programs, held in the computer-equipped classroom. Hanford Adult School has also resumed their GED preparedness program, and are back in the facility on a regular basis.
- The Programs Division has implemented a gardening class where inmates can grow different crops and develop horticulture skills. Additionally, the pheasant enclosure was completed, and the first series of hatchlings are being raised by inmate workers with the goal of strategically releasing the birds in the wild to help with repopulation.
- All inmates are eligible to assist in a variety of career related areas including the vehicle maintenance shop, Kings County Animal Services, the jail kitchen, and county motor pool. Through these programs, inmates clean parks and community substations utilized by Sheriff's Office personnel.
- Sheriff's Office auto detailing program, which teaches trade skills that can successfully lead to job security upon release.
- The Sheriff's Office has also expanded its inmate calling service contract to include tablets, which can be issued to inmates. These tablets will be loaded with a variety of programs that will be helpful to them. Many of the programs are trade or educational related, but they will also have access to movies, be able to listen to music, communicate with family, etc.

Possibly, because of the pandemic and economic downturn, The Sheriff's Office has once again found itself struggling to recruit and retain detentions staff. Entering the 2021-2022 fiscal year, KCSO has over 15 vacancies in both the "Detentions Deputy" classification as well as the "Detentions Technician" classification. Various recruiting efforts have been utilized to include social media campaigns, etc. Additional "extra-help" background investigators have been hired (mostly CDCR retired annuitants) to process the influx of new applicants. A new contract is pending with the Detentions Deputies Association to include a significant pay increase that will eventually assist with the department's ability to recruit and retain qualified staff.

## **SUPPORT SERVICES**

### **VICTIM WITNESS**

The unit provides services to all victims of violent crime, as well as those offenders sentenced under AB 109. These services include orientation to the criminal justice system, court escort/support, victim of crime application assistance, crisis intervention, and referrals to other agencies. This unit has handled the influx of crime well. In April of 2015, this unit moved from under the management of the Probation Department to the District Attorney's Office.

## COUNTY COUNSEL

The County houses a great number of inmates who, because of past prison sentences, may be more contentious and file a significantly higher number of writs. One Attorney handles the defense of the Sheriff in these cases. This attorney handles all matters associated with AB 109.

## HUMAN RESOURCES

Human Resources manages recruitments to attract qualified candidates, facilitates the hiring process, and performs other related personnel tasks to maintain and support staffing of the additional funded positions in County Departments related to Realignment. Human Resources continues to work with the overall AB 109 increases in staffing and related turnover across the County on a number of personnel related issues.

## ADMINISTRATION

Administration performs data related analysis, and assists the departments with administrative, financial, and operational tracking functions, as well as construction activities. Administration completes annual realignment questionnaires for the State. Its efforts also include the preparation of this report.

Administration has also managed the financials for the AB 900 Phase II jail expansion and the SB 1022 jail expansion projects. The AB 900 Phase II project has been completed, and administration completed the audit. Administration is continuing to work on the final close-out of the project with the State. The SB 1022 project is completed, and administration completed the audit phase, and in the process of closing it out in the upcoming year.

## IN SUMMARY

The table below provides a summary of Realignment Components:

Population Affected	Component of Public Safety Realignment	Local Plan
Release from State Prison	State prisoners serving sentences for non-violent, non-serious and non-sex offenses with one of these offenses in their criminal history will be placed on county post-release community supervision instead of state parole. The Court will adjudicate violations of county post-release community supervision.	The Probation Department is designated as the administrator of county post-release community supervision.
On State Parole	Violations of State Parole will be adjudicated by Board of Parole hearings.	The Parole Board hearings occur at the courts.
Currently Held Pretrial in County Jail	Certain inmates may be released pre-trial on electronic monitoring.	The Probation Department and the Sheriff are designated as administrators of electronic monitoring for pre-trial inmates.
Currently Sentenced in County Jail	Certain sentenced inmates may be placed on home detention.	The Sheriff and Probation designated as administrators of electronic monitoring for sentenced inmates.
Measures and Outcomes	Establish outcome measures related to local incarceration inmates and post-release community supervision populations (per AB109).	The Probation Department, in coordination with Administration, is designated to develop research design, collect data, and report on outcomes associated with AB109.
Evidence Based Practices and Treatment	Each of the involved agencies, including those participating in the Community Corrections Partnership, will support and/or assist in the implementation of the following activities, practices, and efforts.	- Flash Incarceration - Alternative Sanctions - Vocational Training - Educational Training - Specialized Courts - MH & AOD Services

## OUTCOMES

Every year, the State allocates future Public Safety Realignment growth revenue to counties across the State from a dedicated portion of state sales tax and VLF. Starting in FY 2015/16, these allocations were based on performance measures that included three areas of incentives. Those performance measures and incentive areas included improvements in probation practices (80%), reductions in 2<sup>nd</sup> Strikers (\$36,575 per reduction), and improvements in State Prison incarceration measures (20%). Due to COVID-19, there was no growth allocation for Kings County for 2019-2020.

### ***2nd Striker Reduction***

The first step in calculating growth allocations is to determine which counties sent fewer felons to prison with second-strike designations than in the previous year. Counties get a direct allocation of \$36,575 for each one fewer second striker than the previous year. This allocation is taken off the top, so it is not part of the portions allocated based on incarceration or probation. There is a cap of 10% of the overall growth funding for 2nd striker reduction allocations.

### ***Probation – 80%***

**Felony Probation Success – 60%:** Sixty percent of growth funds are allocated by taking a county's annual felony probation population and subtracting the number of those revoked to prison or jail. The number of each county's non-revoked probationers is then calculated as a share of the number statewide and the county receives that share of these funds.

**Felony Probation Improvement – 20%:** Twenty percent of growth funds are allocated to counties that improve their felony probation failure rate from one year to the next. A county's failure rate is determined by dividing its annual felony probation population by the number of probationers revoked to prison or jail. If that rate decreases from one year to the next, then the difference is multiplied by the county's total felony probation population. This gives the number that would have been revoked under the previous year's higher revocation rate. That number is then calculated as a share of the total number among all counties that qualify and the county receives that share of these funds.

### ***Incarceration – 20%***

**Incarceration Reduction – 10%:** Ten percent of the growth funds are allocated to counties that send fewer felons to prison on new convictions from one year to the next. The difference is then calculated as a share of the total difference among all counties that qualify and the county receives that share of these funds.

**Low Incarceration Rate – 10%:** Ten percent of the growth funds are allocated to counties that have a lower rate of incarceration per capita than the statewide rate. The rate is calculated by taking a county's number of felon admissions for new convictions and dividing it by the county's overall population. That rate is then compared to the statewide rate to determine how many more people would be imprisoned if the county's rate were not lower than the statewide rate. That number is then calculated as a share of the total number for all counties that qualify



and the county receives that share of these funds. The California State Association of Counties (CSAC) provided an update on September 27, 2021 detailing the description of growth allocation. See table below.

### Kings County's 2020-21 Community Corrections Growth

2nd Striker Reduction (\$36,575 per)						
		2nd Strikers - 2019	2nd Strikers - 2018	Reduction	2nd striker share	2nd striker \$
Kings		86	93	7	1.28%	\$ 256,025
California		8,823	8,902	545	100%	\$ 19,933,375

Felony Probation Success (60%)						
		2019 Probation Population	Revoked to Jail or Prison	Successes	Statewide Share	\$
Kings		1,202	125	1,077	0.43%	\$ 539,834
California		262,483	14,741	247,742	100%	\$ 124,235,775

Felony Probation Improvement (20%)						
	2019 Failure Rate	2018 Failure Rate	Improvement	# of Probationers Improvement Represents	Statewide Share	\$
Kings	10.40%	10.39%	0.00%	-	0.00%	\$ -
California	5.62%	5.49%	0.00%	534	100%	\$ 41,411,925

Incarceration Reduction (10%)						
	Incarcerated from County - 2019	Incarcerated from County - 2018	Incarcerated from County - Difference	Incarceration Reduction	Statewide Share	\$
Kings	366	334	9.58%	-	0.00%	\$ -
California	34,501	35,405	-2.55%	1,582	100%	\$ 20,705,963

Low Incarceration Rate (10%)						
	County Population	Incarceration Rate - 2019	Rate Below Statewide	Prisoners Fewer Because Lower	Statewide Share	\$
Kings	152,762	0.24%	0.00%	-	0.00%	\$ -
California	39,605,361	0.09%		5,442	100%	\$ 20,705,963

Total						
					Statewide Share	Total Growth \$
					0.3506%	\$ 795,859
					100.00%	\$ 226,993,000

Wednesday, September 22, 2021

### *Goals*

- 1) Implement a non-monetary, risk-based alternative to incarceration for pre-trial offenders to alleviate jail overcrowding. Through an application and RFP process for a grant provided by the Judicial Council of California, the Kings County Superior Court and the Kings County Probation Department, along with the Sheriff, District Attorney and Contract Defense Attorney Coordinator, worked collaboratively to develop a pretrial pilot program. As a result of the process, the Superior Court received grant funding for the pilot program. The Probation Department, through funding of the grant, will provide pretrial services seven days a week from 0700 to 1800 hours and 2300 to 0700 hours. The program will be staffed with one (1) full-time Deputy Probation Officer III, three (3) full-time Probation Aides, and one (1) full-time Electronic Monitoring Technician with oversight by a Deputy Chief Probation Officer in cooperation with the Kings County Court Executive Officer.

The pretrial pilot program will safely reduce the number of low to medium risk incarcerated offenders pending Court, where bail is the only obstacle to pre-trial release. As a result of implementing the Pretrial Pilot Program, as of October 21, 2021, there are a total of 139 inmates who have been released to the program from the Kings County Jail. Of the 139 clients on the program, 50 are being supervised on Pretrial and 89 are being supervised on GPS monitoring while on Pretrial.

Overall, between the operation of the Pretrial Pilot Program and the department's Electronic Monitoring Program, we have been able to remove 203 inmates from the Kings County Jail and safely supervise and monitor them in the community.

- 2) Continued collaboration with the Job Training Office to provide empirically based rehabilitative interventions for PRCS offenders.

Collaboration is an ongoing effort between all stakeholders.

### *Measures*

- 1) Continue Probation's efforts in measuring outcomes and recidivism levels for PRCS offenders. Staff is continuing its data tracking efforts. Probation continues exploring an updated and much needed case management system to increase the County's ability to track recidivism rates and outcomes. The Department's current case management system is 12 years old and ineffective.

- 2) Number of offenders sentenced to alternative sentencing and probation programs.

In FY **2020-2021**, there were **524** offenders that participated in the GPS Monitoring Program. There were **486** participants that completed the program making the successful completion rate of **93%**. The average daily population for the program was **63**.

- 3) Number of offenders sent to State Prison and Local Custody.

In FY **2020-2021**, there were a total of **631\*** offenders sent to State Prison or Local Custody. The breakdown is as follows:

• Adult Felony – State Prison	<b>574 Offenders</b>
• Adult Felony – 1170(h) Straight Sentences	<b>17 Offenders</b>
• Adult Felony – 1170(h) Split Sentence	<b>37 Offenders</b>
• Adult Felony – 1170(h) Split Sentence Mandatory Supervision only	<b><u>3</u> Offenders</b>
	<b>Total 631 Offenders</b>

\*Does not include offenders who were immediately sentenced in Court without probation intervention or investigation. A large percentage of the offenders sentenced for offenses committed in the three State Prison facilities in the county are immediately sentenced.

In FY **2020-2021**, there were a total of **224** new offenders placed on Post Release Community Supervision; of which, approximately **100** were emergency and expedited releases due to the COVID Pandemic. As a result, staff were having to cease working on their daily duties and responsibilities, and handle the emergency releases, including working after hours and on weekends.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

**SUBMITTED BY:** Administration – Edward Hill/ Kyria Martinez  
**SUBJECT:** BOARD MEETING CANCELLATION SCHEDULE FOR 2022  
**SUMMARY:**

### **Overview:**

Each year, the County issues a holiday schedule identifying the dates it will be closed for business. Your Board has, over the last several years, cancelled Board meetings on the following days: Tuesdays that follow Monday holidays; the first Tuesday in May for the Employee Recognition barbecue; the meetings that coincide with the National Association of Counties (NACo) Legislative Conference; the California State Association of Counties (CSAC) Annual Meeting; and during the week between Christmas and New Years.

### **Recommendation:**

**Approve the cancellation schedule for the Board of Supervisors' meetings for 2022.**

### **Fiscal Impact:**

None.

### **BACKGROUND:**

Your Board has recognized holidays each year by issuing a schedule of meeting cancellations in advance, so that staff can plan accordingly and to advise outside agencies whose meetings follow the Board meetings. Staff is recommending a schedule of meetings every Tuesday in 2022 except for the following dates:

January 18, 2022 – Tuesday after Martin Luther King Day  
February 15, 2022 - National Association of Counties (NACo) Legislative Conference  
February 22, 2022 – Tuesday after President's Day  
May 3, 2022 – Employee Recognition Barbeque  
May 31, 2022 – Tuesday after Memorial Day  
July 5, 2022 – Tuesday after Independence Day Observance  
September 6, 2022 – Tuesday after Labor Day  
November 15, 2022 – California State Association of Counties Annual Conference  
December 27, 2022 – Tuesday after Christmas Day Observance on December 25, 2022

**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 December 7, 2021

**SUBMITTED BY:** Administration – Edward Hill/Kyria Martinez

**SUBJECT:** AGREEMENT TO RETAIN FEDERAL LEGISLATIVE ADVOCATE

### **Overview:**

Kings County has contracted for Legislative Advocacy at the federal level for the past twelve years. To continue this relationship, a new one-year contract is proposed with the current consultant, Paragon Government Relations, Inc. (PGR), through December 31, 2022.

### **Recommendation:**

**Authorize the County Administrative Officer to sign a one-year extension Agreement through December 31, 2022 to retain Paragon Government Relations, Inc. to perform federal legislative advocacy services for Kings County.**

### **Fiscal Impact:**

The cost of the Agreement is for an amount not to exceed \$7,648 monthly for the second contract period, January 1, 2022 through December 31, 2022. There is no increase to the contract from the prior year. The contract cost is reflected in the Fiscal Year 2021-2022 Adopted Budget for the CAO's Office.

### **BACKGROUND:**

Kings County first contracted with PGR (previously known as Waterman & Associates) beginning on January 1, 2007. The firm provides professional federal advocacy on behalf of Kings County, which includes representation of the County's interests before Congress and federal agencies. It should be noted that PGR specializes in representing county interests and has done so for over three decades. Paragon has worked effectively with Kings County over the years to establish legislative and regulatory priorities, assist with strategic planning, and advocate to advance and protect the County's interests at the federal level.

(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**

### **AGREEMENT TO RETAIN FEDERAL LEGISLATIVE ADVOCATE**

**December 7, 2021**

**Page 2 of 3**

As the County's eyes and ears in the nation's capital, the firm keeps a close watch on congressional and regulatory activities. They work closely with the CAO's office on how best to respond to such federal activity, as well as how to navigate complex policy and political debates. When appropriate, Paragon will draft official correspondence on behalf of the Board. In addition, PGR provides the County with a number of written federal updates, including a weekly legislative outlook when Congress is in session, as well as a quarterly report detailing recent legislative and regulatory activities. Paragon also provides frequent and targeted information to the Board, including a detailed analysis of legislative proposals and regulations that may impact the County.

Since 2007, the partnership with Paragon has resulted in a number of benefits for the local community. For example, prior to the congressional ban on earmarks, PGR delivered roughly \$600,000 for the State Route 198 highway project, \$300,000 for the County's Interoperable Emergency Communications System, as well as \$300,000 for the County's Computer-Aided Dispatch/Records Management System. PGR was also instrumental in assisting Kings County with securing a \$500,000 COPS grant to hire four new school-based law enforcement officers.

In addition, Paragon has worked with key members of Congress to protect and enhance a number of programs that provide federal assistance to the County, including local law enforcement programs (SCAAP; Byrne/JAG; COPS), transportation programs (discretionary highway funding), housing grants (CDBG), and a number of other essential county programs (CalFresh/SNAP; USDA Rural Development funding; rural broadband grants; foster care; etc). The firm has also worked with the Appropriations Committee to ensure that no additional federal funding would be allocated to the California High-Speed Rail Project. Furthermore, Paragon has been proactive in requesting that no HSR funds be included in any future infrastructure proposal or transportation reauthorization measure.

It should be noted that many of the funding opportunities available through the State would not be available if the programs were not first adequately funded at the federal level.

With regard to water, PGR has worked closely with the County's congressional delegation, as well as the administration, on efforts aimed at increasing water deliveries to the Central Valley. In particular, the firm successfully lobbied for the passage of provisions in the *Water Infrastructure Investments for the Nation (WIIN) Act* that provided state and federal agencies with the necessary operational flexibility to maximize water supplies. Paragon has also lobbied for the inclusion of a spending rider directing the Bureau of Reclamation to complete feasibility studies on four CALFED storage projects, including the Temperance Flat project. Finally, PGR sought statutory language that would have expanded the authorized service area of the Central Valley Project to include the Kettleman City Community Services District (KCCSD) and that would have provided for the delivery of up to 900 acre feet of water to KCCSD. A legislative solution was ultimately not required, as the parties were able to come to an agreement. However, the threat of legislation likely helped expedite the discussions.

Finally, Paragon Government Relations has helped schedule and coordinate meetings for County officials with key members of Congress, committee staff, and federal agency officials. Among other things, the firm drafts issue briefs and other pertinent documentation that help advance the County's priorities. Following these meetings, the Paragon team conducts the necessary follow-up with congressional staff and agency officials.

## **Agenda Item**

### **AGREEMENT TO RETAIN FEDERAL LEGISLATIVE ADVOCATE**

**December 7, 2021**

**Page 3 of 3**

While there may be other associations and groups that advocate on similar issues, Paragon has a direct line of communication to the County's congressional delegation, as well as the expertise and knowledge, to know how to respond on behalf of the Board. In addition, the team at PGR has an outstanding relationship with the County's congressional representatives.

In conclusion, the County's presence at the federal level since 2007 has been significantly enhanced by its partnership with PGR. As a result, staff recommends continuing the current relationship for an additional year through December 31, 2022. Staff proposes that your Board approve the new agreement with PGR through December 31, 2022.

County Counsel has reviewed the Agreement.

**AGREEMENT FOR SERVICES**  
**Between Kings County, California and Paragon Government Relations**  
**January 1, 2021 – December 31, 2022**

**I. PARTIES**

This Agreement is made and entered into by and between the County of Kings, hereinafter referred to as "Kings County," or "the County," and Paragon Government Relations, hereinafter referred to as "PGR,," The provisions of this Agreement shall be binding upon the parties and their assigns and successors in interest and shall inure to the benefit of such assigns or successors in interest.

**II. NATURE OF AGREEMENT**

The purpose of this Agreement is retention of professional federal advocacy and related services on behalf of Kings County. The services involve the representation of the County's interests before the Congress of the United States, agencies of the federal government, and such other federal entities as directed by Kings County.

In consideration of mutual promises herein contained, Kings County engages PGR to perform the following specific services:

- Work with Kings County to develop and implement a legislative and/or regulatory strategy for advocacy on a select number of issues that are of significant interest to Kings County. These issues are to be identified and prioritized by the County in consultation with PGR. Included in the provision of advocacy services on the selected issues is regular monitoring and reporting on advocacy issues identified by the County.
- Cultivate ongoing relationships with appropriate members and staff of the California congressional delegation, as well as establish a presence with other relevant congressional committee staff.
- Actively participate in appropriate coalitions and working groups in Washington, D.C. on behalf of Kings County.
- Prepare quarterly activity reports, as well as monthly status reports on the County's federal legislative priorities for the current session.
- Participate in meetings on Capitol Hill with members of the Kings County Board of Supervisors and other representatives of the County.
- Provide appropriate administrative support to representatives of Kings County for business conducted in Washington, D.C. (i.e., schedule appointments; develop background material on the designated issues, assist in preparing briefing materials for meetings, etc.).



### **III. DURATION OF THE AGREEMENT**

This Agreement shall commence on January 1, 2022, and continue through December 31, 2022. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

### **IV. CONSIDERATION**

As consideration for the services to be provided by PGR, Kings County shall pay PGR a monthly fee as follows:

\$7,648 monthly during the period of January 1, 2022 through December 31, 2022.

Direct expenses incurred by PGR on behalf of Kings County will be reimbursed by receipts, including travel approved by the County, as well as incidental costs such as taxicabs, etc.

### **V. GENERAL PROVISIONS**

Joe Krahn will serve as the primary contact and advocate for Kings County with other professionals in the firm assisting the County under the direct supervision of Joe Krahn.

It is agreed that PGR shall be an independent contractor and shall ensure that all taxes, workers' compensation premiums and insurance and other employment-related reports and payments are paid and/or submitted in accordance with the applicable federal, state or local laws of jurisdiction for PGR. As an independent contractor, PGR shall not be considered an agent or employee of Kings County for any purposes.

In the event that any of the services requested by Kings County are identified by PGR as a potential conflict of interest, PGR shall inform the County of the potential conflict. If a potential conflict is identified by the County, the County Administrative Officer shall inform PGR of the potential conflict. In case of a disagreement, Kings County shall be the final judge of the existence of a conflict for the purposes of this Agreement. In the event that a conflict is identified, the County and PGR shall negotiate a resolution to the conflict. The third party with whom the conflict exists may be a party to the negotiation for the resolution of the conflict.

The parties agree that this service package and fees are set forth, designed for, and limited to Kings County. This service package and the fees set forth do not include services rendered on behalf of any entity or affiliate group other than the County.

Each party agrees to comply with all applicable state and federal laws and requirements applicable to the services covered by this Agreement.

When the law establishes a professional standard of care for PGR's services, to the fullest extent permitted by law, PGR shall indemnify, protect, 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 PGR is responsible for such damages, liabilities, and costs on a comparative basis of fault between PGR and the County in the performance of services under this Agreement. PGR shall not be obligated to defend or indemnify the County for the County's own negligence or for the negligence of third parties.

Other than in the performance of professional services and to the full extent permitted by law, PGR shall indemnify, defend, and hold harmless County, and any and all of its Board members employees, officials 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, the performance of this Agreement by PGR or by any individual or entity for which PGR is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of PGR.

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

These indemnification obligations shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

Without limiting the County's right to obtain indemnification from PGR or any third parties, prior to commencement of work, PGR shall purchase and maintain the following types of insurance for the minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from its Insurance Carrier guaranteeing such coverage to the County's Risk Manager. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to execution of this Agreement. In the event PGR fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend, or terminate 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. The County and its officers, employees and agents shall be endorsed to the 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 shall 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 PGR's wrongful acts, errors, and omissions.

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.

Each of the above required policies shall 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 PGR to furnish insurance during the term of this Agreement.

Any notice required or permitted to be given under this agreement or pursuant to law shall be considered received when personally delivered or sent, provided such notice is sent by United States mail, postage prepaid, addressed to the parties as designated below or as otherwise noticed by the parties:

PGR: President  
Paragon Government Relations  
220 Eye St., N.E., Suite 240  
Washington, D.C. 20002

Kings County: County Administrative Officer  
Kings County, California  
1400 W. Lacey Blvd.  
Hanford, CA 93230

The County and PGR 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, indirectly, or otherwise, to a third party.

This Agreement contains the entire agreement and understanding between the parties with reference to federal advocacy services for Kings County and supersedes any prior or contemporaneous written or oral agreements between them respecting said services.

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

This Agreement may be amended only by a writing duly signed by the County Administrative Officer of Kings County and the President and Vice President of PGR.

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.

The parties agree to construe this Agreement according to the laws of the State of California. Any legal action to enforce this Agreement shall be brought in Kings County, California.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year written below.

COUNTY OF KINGS

PARAGON GOVERNMENT RELATIONS

\_\_\_\_\_  
Edward Hill  
County Administrative Officer  
Kings County, California

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

\_\_\_\_\_  
Joe Krahn  
President  
Paragon Government Relations

Date: 11/26/2021

\_\_\_\_\_  
Tom Joseph  
Vice President  
Paragon Government Relations

Date: 11-26-21



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

**SUBMITTED BY:** Behavioral Health- Lisa Lewis/ UnChong Parry

**SUBJECT:** SIERRA HEALTH FOUNDATION: CENTER FOR HEALTH PROGRAM  
MANAGEMENT TELEHEALTH EXPANSION PROJECT GRANT

**SUMMARY:**

**Overview:**

Kings County Behavioral Health (KCBH) Department was awarded a grant for \$99,718 with the Sierra Health Foundation: Center for Health Program Management (The Center) to support the expansion of telepsychiatry services in the Department's Multiple Organization Shared Telepsychiatry (MOST) project.

**Recommendation:**

- a. Approve the Kings County Behavioral Health Department to accept the Coronavirus Response and Relief Supplemental Appropriations Act Telehealth Expansion Project Funding; and
- b. Authorize the Director of Behavioral Health to accept and sign the grant agreement, including any additional grant documentation.
- c. Adopt the budget change. (4/5 vote required)

**Fiscal Impact:**

This action will not impact the General Fund. This one time appropriation of \$99,718 will be added to the Behavioral Health Mental health Services Act Budget Unit (422200). This allocation will be added to the Fiscal Year 2021-2022 Adopted Budget revenue and expenditure accounts specified on the Budget Appropriation and Transfer Form.

(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**

### **SIERRA HEALTH FOUNDATION: CENTER FOR HEALTH PROGRAM MANAGEMENT TELEHEALTH EXPANSION PROJECT GRANT**

**December 7, 2021**

**Page 2 of 2**

#### **BACKGROUND:**

Kings County Behavioral Health (KCBH) Department applied for a project with The Center to support the expansion of telepsychiatry services. The Coronavirus Response and Relief Supplemental Appropriations Act Telehealth Expansion funding opportunity is part of the Department of Health Care Services; Medication Assisted Treatment (MAT) Access Points Project, which is funding a network of organizations through California to address the opioid and stimulant crises by supporting efforts that increase access to MAT.

KCBH's MOST project currently provides outpatient telepsychiatry and in person medical and peer services to adults who are participating in the County's highest level of outpatient services, called the Full Service Partnership (FSP) Assertive Community Treatment (ACT) Team. The MOST clinic is operated by the County and services includes psychiatric assessments, medication education, medication injection/administration, medication management and refills, case management, peer supports, and transportation. The approved project for this expansion will enable the County to purchase the needed telehealth and information technology in order to expand MOST's services to include children and youth and refresh equipment.

The funding for this program is being passed through from a private foundation to the County. Kings County has already begun working with the awarding agency to provide feedback to their general template agreement. It is expected that the grant be executed within 30 days of receiving the final agency specific agreement. At this time KCBH has still not received the final agreement. In anticipation of the lack of Board meetings between December 22 and January 11<sup>th</sup> when this agreement could be due, KCBH is requesting authority for Dr. Lewis to sign the agreement after it has been approved by County Counsel to ensure that we can meet the execution deadlines for signing the final agreement.

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

Auditor Use Only	
Date	
J/E No.	
Page	of

**(A) New Appropriation**

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
BHA-MENTAL HEALTH SERV ACT	Behavioral Health	SUPPLIES MATERIALS	0001	422200	92001	\$5,220.00
BHA-MENTAL HEALTH SERV ACT	Behavioral Health	COMMUNICATIONS	0001	422200	92006	\$6,248.00
BHA-MENTAL HEALTH SERV ACT	Behavioral Health	COMPUTER HARD/SOFTWARE EXP	0001	422200	92036	\$37,979.00
BHA-MENTAL HEALTH SERV ACT	Behavioral Health	RENTS & LEASES SOFTWARE	0001	422200	92058	\$35,271.00
BHA-MENTAL HEALTH SERV ACT	Behavioral Health	REGISTRATIONS	0001	422200	92097	\$15,000.00
					<b>TOTAL</b>	<b>\$99,718.00</b>

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
BHA-MENTAL HEALTH SERV ACT	Behavioral Health	OTHER REVENUE	0001	422200	88025	99,718.00
					<b>TOTAL</b>	<b>99,718.00</b>

**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
					<b>TOTAL</b>	

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
					<b>TOTAL</b>	

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed.)

Dept. of Finance Approval \_\_\_\_\_ Department Head 

Administration Approval \_\_\_\_\_ Board Approval \_\_\_\_\_

BOS meeting date: December 7, 2021.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

**SUBMITTED BY:** Community Development Agency – Chuck Kinney

**SUBJECT:** MONTHLY REPORT OF THE PLANNING COMMISSION'S ACTIONS

**SUMMARY:**

**Overview:**

Monthly report of the Planning Commission's actions.

**Recommendation:**

Accept the monthly report of Planning Commission's actions.

**Fiscal Impact:**

None.

**BACKGROUND:**

At a regular meeting held Monday, December 6, 2021, the Kings County Planning Commission reviewed the following:

**ACTIONS AS THE PLANNING COMMISSION**

**CONDITIONAL USE PERMIT No. 21-04 (Westlands Almond Solar Project)** – The Planning Commission considered a proposal to establish a solar facility at 17511 Avenue Cutoff Road, Lemoore. The project was previously approved in two phases under CUP 14-01. Phase 2 is being proposed as a separate Conditional Use Permit since the two phases are not under the same ownership.

**CONDITIONAL USE PERMIT No. 20-08 (Highroller Dairy)** – The Planning Commission considered a proposal to add an anaerobic lagoon digester and associated infrastructure adjacent to the western boundary of the dairy as well as adding three open lot corrals, two freestall barns, two hay barns and a dirt stacking area to the existing dairy. The project is located at 14782 8<sup>th</sup> Avenue, Hanford.

**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 December 7, 2021

**SUBMITTED BY:** Fire Department – William Lynch

**SUBJECT:** DECLARATION, SALE, AND DONATION OF SURPLUS EQUIPMENT

**SUMMARY:**

**Overview:**

The Fire Department is seeking authorization to declare one fire utility vehicle and multiple pieces of Hurst rescue equipment; one large spreader, one spreader, one ram (long), and one Maverick tool as surplus and authorization for the Purchasing Manager to sell said items at public auction. Furthermore, the Fire Department is seeking authorization to donate one power unit, one spreader, one cutter, one ram (large), one ram (short), and one hose reel to the Laton Fire Department. Lastly, the Fire Department is seeking authorization to donate one power unit, one cutter, one Maverick tool, and one hose reel to the Hanford Race Track. The Fire Department has historically given the Hanford Race Track surplus equipment to provide sufficient equipment at a discounted price and to have surplus equipment continue to serve county residents.

**Recommendation:**

- a. Authorize the Fire Department to declare one fire utility vehicle, one large spreader, one spreader, one ram (long), and one Maverick tool as surplus;
- b. Authorize the Purchasing Manager to sell one fire utility vehicle, one large spreader, one spreader, one ram (long), and one Maverick tool as surplus at public auction;
- c. Authorize the Fire Department to donate one power unit, one spreader, one cutter, one ram (large), one ram (short), and one hose reel to the Laton Fire Department; and
- d. Authorize the Fire Department to donate one power unit, one cutter, one Maverick tool, and one hose reel to the Hanford Race Track.

**Fiscal Impact:**

Revenue from the sale of these fixed assets were not included in the County budget for FY 2021-2022.

**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

### DECLARATION, SALE, AND DONATION OF SURPLUS EQUIPMENT

December 7, 2021

Page 2 of 2

(Cont'd)

Revenue received from this sale will be deposited into the Department's Other Revenue account; Budget Unit 241000, Account 80025. The surplus sale is estimated to generate \$14,500.

#### **BACKGROUND:**

The Fire Department is seeking to sell one fire utility vehicle, one large spreader, one spreader, one ram (long), and one Maverick tool which are no longer in service. Due to their age and effectiveness the Department is requesting to declare them as surplus in order for the Kings County Purchasing Manager to sell them at public auction. The Fire Department is also seeking permission to donate any items that do not sell at auction.

#### **Fire Apparatus Taken Out of Service**

<b>Equip #</b>	<b>VIN</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Mileage</b>	<b>Reason</b>
51805	1GC2KXCG8BZ181562	2010	CHEV	2500 4X4	174743	Age and maintenance cost



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

**SUBMITTED BY:** Human Resources – Henie Ring/Melissa Avalos

**SUBJECT:** ALLOCATION CHANGES AND LATERAL RECLASSIFICATIONS OF  
DEPARTMENT SPECIALIST I/II/III TO OFFICE ASSISTANT I/II/III

**SUMMARY:**

**Overview:**

The Human Services Agency and Health Department requested that Human Resources review the Department Specialist I/II/III series due to recruitment issues at the advanced level and issues with cross-training employees within the Office Assistant and Department Specialist series who are assigned varying clerical duties. Accordingly, Human Resources recommends the Department Specialist series be reclassified to the Office Assistant classifications. The Administrative Office and Human Resources support the recommendations below.

**Recommendation:**

- a. In the Sheriff's Office, in Budget Unit 22000 delete 1.0 Full-Time Equivalency Department Specialist I/II allocation and 2.0 Full-Time Equivalency Department Specialist III allocations offset by the addition of 1.0 Full-Time Equivalency Office Assistant I/II allocation and 2.0 Full-Time Equivalency Office Assistant III allocations; in Budget Unit 221200 delete 1.0 Full-Time Equivalency Department Specialist III allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant III allocation; in Budget Unit 222000 delete 1.0 Full-Time Equivalency Department Specialist III allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant III; and in Budget Unit 223000 delete 1.0 Full-Time Equivalency Department Specialist I/II allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant I/II allocation;
  - b. In the Probation Department, in Budget Unit 233100 delete .50 Full-Time Equivalency Department Specialist I/II/III allocation offset by the addition of .50 Full-Time
- (Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **ALLOCATION CHANGES AND LATERAL RECLASSIFICATIONS OF DEPARTMENT SPECIALIST I/II/III TO OFFICE ASSISTANT I/II/III**

**December 7, 2021**

**Page 2 of 3**

- Equivalency Office Assistant I/II/III allocation; in Budget Unit 233200 delete 1.0 Full-Time Equivalency Department Specialist I/II/III allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant I/II/III allocation; in Budget Unit 234000 delete 7.0 Full-Time Equivalency Department Specialist I/II/III allocations offset by the addition of 7.0 Full-Time Equivalency Office Assistant I/II/III allocations; in Budget Unit 234800 delete 1.0 Full-Time Equivalency Department Specialist I/II/III allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant I/II/III allocations;
- c. In the Health Department, Budget Unit 411000 delete 1.0 Full-Time Equivalency Department Specialist I/II/III allocation offset by the addition of 1.0 Full-Time Equivalency Office Assistant I/II/III allocation;
  - d. In the Human Services Agency, Budget Unit 510000 delete 12.0 Full-Time Equivalency Department Specialist I/II and 7.0 Full-Time Equivalency Department Specialist III allocations offset by the addition of 12.0 Full-Time Equivalency Office Assistant I/II and Full-Time Equivalency 7.0 Office Assistant III allocations;
  - e. Laterally reclassify the Department Specialist I incumbents (M. Carrillo) to Office Assistant I with no change in salary in accordance with Personnel Rule 3022, Lateral;
  - f. Laterally reclassify the Department Specialist II incumbents (M. Ash, M. Avila, L. Campos, B. Flores, D. Garcia, N. Gomez, S. Hernandez, V. Kilner-Avila, M. Lamar, V. Quintero, N. Rivera, Y. Rodriguez Alcantar, M. Urquizo, and T. Wilson) to Office Assistant II with no change in salary in accordance with Personnel Rule 3022, Lateral;
  - g. Laterally reclassify the Department Specialist III incumbents (K. Alvarez, B. Bravo, C. Calderon, M. Cardenas, E. Cardoza, M. Castillo, J. Curiel, A. Frye, M. Garcia, K. Guevara, D. Miller, L. Puga, J. Rivera, R. Robles, L. Rose, and M. Sanchez) to Office Assistant III with no change in salary in accordance with Personnel Rule 3022, Lateral;
  - h. Laterally reclassify any Department Specialist to an Office Assistant hired or promoted to a Department Specialist classification prior to Board approval of this item; and
  - i. Inactivate the Department Specialist I, II, III classifications.

#### **Fiscal Impact:**

There is no fiscal impact with these changes.

#### **BACKGROUND:**

The County of Kings currently employs 37 Department Specialists at various levels (I, II, and III) within four departments (the Health Department, Human Services Agency, Sheriff's Office, and the Probation Department). With the minimum wage compaction over the past few years, the Office Assistant and Department Specialist series are on the same ranges. Accordingly, Human Resources recommends the lateral reclassification of the Department Specialist employees to the Office Assistant series. This change will allow more flexibility for transfers across the different County departments and flexibility internally for assigning individuals to the varied clerical responsibilities. The Office Assistant job specification currently incorporates a wide range of different and important clerical functions that are used to support County departments. As an Office Assistant, the incumbent will gain and use specific clerical knowledge for the department they work for, identical to a Department Specialist. As the incumbent's clerical skills expand, they are able to promote to a higher level in

## **Agenda Item**

### **ALLOCATION CHANGES AND LATERAL RECLASSIFICATIONS OF DEPARTMENT SPECIALIST I/II/III TO OFFICE ASSISTANT I/II/III**

**December 7, 2021**

**Page 3 of 3**

the Office Assistant series, just like a Department Specialist. In order to help with current compaction issues, Human Resources is trying to look at all classifications on a much larger scale. The reduction in classifications will help the County as a whole when looking at classification and compensation. The Union was notified of the proposed changes.







# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM

December 7, 2021

**SUBMITTED BY:** Public Works Department – Dominic Tyburski / Mitchel Cabrera

**SUBJECT:** REMOVAL OF MULTI-WAY STOP SIGN FOR WESTBOUND TRAFFIC  
AT THE INTERSECTION OF GRANGEVILLE BOULEVARD AND 25<sup>TH</sup>  
AVENUE

### **SUMMARY:**

#### **Overview:**

Public Works Department staff prepared a study for the Grangeville Boulevard and 25<sup>th</sup> Avenue intersection following a request from the Naval Air Station Lemoore to consider the removal of the stop sign for west bound traffic on Grangeville Boulevard. The study examined the intersection and concluded that the stop sign for westbound traffic on Grangeville Boulevard impeded the flow of traffic and was not required at this leg of the intersection. As such, the Department has concluded that the stop sign should be removed.

#### **Recommendation:**

**Adopt a resolution authorizing the removal of the stop sign for westbound traffic at the intersection of Grangeville Boulevard and 25<sup>th</sup> Avenue.**

#### **Fiscal Impact:**

This project will not affect the General Fund as it falls under roadway maintenance and improvements. The cost in removing signage, striping, pavement stenciling, and personnel hours is estimated to be \$1,000, which will be paid by the County Road Fund as shown in the approved FY 2021/22 Budget Unit 311000, Account 82223135.

### **BACKGROUND:**

On July 15, 2021, the Naval Air Station Lemoore submitted a written request for the removal of the stop sign for westbound Grangeville Boulevard. Naval Air Station Lemoore cited the increased traffic and the closure of the Grangeville Boulevard entrance booth as support for their request. Public Works staff prepared a stop sign study including an extensive field review in July of 2021, the analysis and conclusions are summarized in the Intersection Control Study on file with the Public Works Department. As discussed in the report, the California Manual for Uniform Traffic Control Devices provides guidance in Section 2B.04 stating that the roadway with the lower traffic volume should be controlled. Due to the high traffic volumes on Grangeville Boulevard at this

**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**

### **REMOVAL OF MULTI-WAY STOP SIGN FOR WESTBOUND TRAFFIC AT THE INTERSECTION OF GRANGEVILLE BOULEVARD AND 25<sup>TH</sup> AVENUE**

**December 7, 2021**

**Page 2 of 2**

location, and to improve the flow of traffic, Public Works Department recommends removing the stop sign for westbound traffic.

County Counsel has reviewed and approved the resolution to form.



DEPARTMENT OF THE NAVY  
COMMANDING OFFICER  
NAVAL AIR STATION  
700 AVENGER AVENUE  
LEMOORE, CALIFORNIA 93246-5001

IN REPLY REFER TO

5000

Ser PWDL/019

July 15, 2021

Mr. Dominic Tyburski, P.E.  
Director, Public Works  
County of Kings, Public Works Dept.  
1400 W. Lacey Blvd.  
Hanford, CA 93230

SUBJECT: REQUEST FOR REMOVAL OF STOP SIGN AT 25<sup>th</sup> AVENUE AND  
GRANGEVILLE BOULEVARD

Dear Mr. Tyburski:

Naval Air Station Lemoore would like to request the removal of the stop sign, westbound at the intersection of 25<sup>th</sup> Avenue and Grangeville Boulevard in Kings County, California. The attached enclosure is a site map with the location of the stop sign.

It is likely that the stop sign was placed at the T-intersection when Post 4 (located west of stop sign) was active. Post 4 has been inactive for a number of years and there is no requirement for a westbound stop on Grangeville Boulevard. The stop may impede traffic since traffic volume has increased on Grangeville Boulevard over the last 30 years.

If you have any questions please contact me by phone at (559) 998-2939 or by email: [gregory.j.woods2@navy.mil](mailto:gregory.j.woods2@navy.mil).

Sincerely,

GREGORY J. WOODS  
Commander, Civil Engineer Corps  
U.S. Navy  
Public Works Officer  
By direction of the Commanding Officer

Enclosure: Site Map

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

\*\*\*\*\*

IN THE MATTER OF AUTHORIZING  
REMOVAL OF STOP SIGN FOR THE  
WESTBOUND TRAFFIC AT THE  
INTERSECTION OF 25<sup>th</sup> AVENUE AND  
GRANGEVILLE BOULEVARD.

---

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Board of Supervisors of the County of Kings, on the 27th day of August, 1963 adopted Ordinance No. 267, authorizing the designation of stop intersections and the placing of stop signs at any or all entrances to the designated intersections; and

WHEREAS, the California Manual for Uniform Traffic Control Devices provides guidance within Section 2B.04, stating that the roadway with the lower traffic volumes should be controlled; and

WHEREAS, removal of the additional stop sign at the intersection of 25<sup>th</sup> Avenue and Grangeville Boulevard on Grangeville Boulevard for the westbound traffic is necessary for the safe and orderly movement of traffic; and

WHEREAS, the Naval Air Station Lemoore requested removal of the stop sign for west bound traffic on Grangeville Boulevard at the intersection with 25<sup>th</sup> Avenue.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors, County of Kings, State of California, as follows:

1. The foregoing recitals are true and correct.
2. In accordance with Ordinance No. 267, the Director of Public Works is hereby authorized and instructed to remove the westbound stop sign at the intersection of 25<sup>th</sup> Avenue and Grangeville Boulevard.

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

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

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Craig Pedersen, Chairperson  
Board of Supervisors  
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this \_\_\_ day of December 2021.

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Catherine Venturella, Clerk of said Board





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** ALLOCATE 1.0 NEW FULL TIME DETENTIONS LIEUTENANT AND  
ADVANCE STEP OF TWO DETENTIONS LIEUTENANTS

**SUMMARY:**

**Overview:**

In August 2021, there were new requirements in the jail for COVID-19 protocols, this included COVID reporting requirements, a plan for vaccination tracking, a workplace diagnostic screening testing plan in place for tracking test results and conducting workplace contact tracing. As a result, the Sheriff's office required an additional Lieutenant to provide management oversight to ensure compliance with the new health order and Cal OSHA Standards. The position needs to be added to the Sheriff's Office Budget. In addition, due to the increase of the Salary Range for Detentions Sergeant, the Detentions Lieutenants are getting paid less than a top step Detentions Sergeant. We request to advance Detentions Lieutenants Shari Long to Step 4 of Salary Range 235.5 and Ramon Collier to Step 3 of Salary Range 235.5.

**Recommendation:**

- a. Allocate 1.0 Full Time Equivalency Detentions Lieutenant position in Budget unit 233000; and
- b. Authorize the advance step for Ramon Collier, Detentions Lieutenant, to Step 3 position at Salary Range 235.5.
- c. Authorize the advance step for Shari Long, Detentions Lieutenant, to Step 4 position at Salary Range 235.5

**Fiscal Impact:**

The new allocated full time Detentions Lieutenant and the 5% increase salary for Detentions Lieutenants Shari Long and Ramon Collier will be absorbed in the current fiscal year salary savings. The Sheriff's Office will Budget for the new position in next year's Fiscal Budget.

**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**

### **ADVANCE STEP OF TWO DETENTIONS LIEUTENANTS**

**December 7, 2021**

**Page 2 of 2**

#### **BACKGROUND:**

In light of the July 26, 2021 State Public Health Order, the Sheriff's Office asked for an overfill for an additional Detentions Lieutenant. The Sheriff's Office is now requesting the overfill Lieutenant Position to be added to the Sheriff's Office Budget. The new requirements listed in the Department of Public Health (DPH) Order applies to all persons who come into the jail, not just staff. The requirements of the DPH order are tremendous, this position will oversee the compliance with the new health order and Cal OSHA Standards as well as provide more managerial oversight during non-business hours. Having this additional position will provide more facility coverage which in turn mitigates liability for both the Sheriff's Office and County. With the increase in litigation to include Writs of Habeas Corpus and law suits being sought by incarcerated persons against the facility and its staff, having additional managerial oversight will ensure compliance with state standards. Jail Facilities have seen an increase in those incarcerated suffering from mental illnesses along with delays in transferring these persons to the Department of State Hospitals. Due to long wait lists for restoration programs at the state level the Kings County Jail Based Competency Restoration Program was started on July 1, 2020. The additional Lieutenant position will also provide support and supervision to this vital program.

Your Board approved the new Detentions Deputy Memorandum of Understanding which gave the members a 10 % salary increase. This increase raised a top step Detentions Sergeant to \$38.35 per hour. Currently we have two Detentions Lieutenants that are making \$37.41 per hour which is less than a top Detentions Sergeant. The Detentions Sergeants are also set to get another increase of 3% in July 2022. We request to raise Lieutenant Shari Long to Step 4 of Salary Range 235.5 at \$41.95 per hour and Lieutenant Ramon Collier to Step 3 of Salary Range 235.5 at \$39.91 per hour. This amount is still less than 5% more than the top step Detentions Sergeant, which would place a current top Step 5 Sergeant who promotes to Lieutenant in the next 9 months above Lt. Collier, until he receives his next merit increase in August of 2022.

	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Detentions Sergeant	221.5	\$31.42	\$33.02	\$34.71	\$36.49	\$38.35
Detentions Sergeant effective 7/2022	224.5	\$32.37	\$34.03	\$35.77	\$37.60	\$39.52
Detentions Lieutenant	235.5	\$36.13	\$37.97	\$39.91	\$41.95	\$44.09



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

**SUBMITTED BY:** Department of Public Health – Darcy Pickens  
**SUBJECT:** FARM AND RANCH SOLID WASTE CLEANUP AND ABATEMENT GRANT  
**SUMMARY:**

### **Overview:**

Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs in furtherance of the State of California's efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment. The Kings County Public Health Department's Division of Environmental Health Services seeks to apply for a Farm and Solid Waste Cleanup and Abatement grant to assist farm and ranch-land owners with cleanup costs.

### **Recommendation:**

**Adopt a resolution authorizing the Director of Public Health to execute and submit all necessary grant documents to CalRecycle for a Farm and Ranch Solid Waste Cleanup and Abatement Grant Program.**

### **Fiscal Impact:**

There will be no impact to the General Fund. The grant funds will be directly disbursed to the identified landowner that submitted the required documentation for reimbursement of costs in the amount associated with cleanup of illegally dumped solid waste on their land. Through this grant, the department will make available \$18,198 to county landowners who apply for cost reimbursement associated with solid waste cleanup.

### **BACKGROUND:**

The Department of Resources Recycling and Recovery administers the Farm and Ranch Solid Waste Cleanup and Abatement Grant Program, which provides up to \$1 million annually in grants for the cleanup of illegal

(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**

### **FARM AND RANCH SOLID WASTE CLEANUP AND ABATEMENT GRANT**

**December 7, 2021**

**Page 2 of 2**

solid waste sites on farm or ranch property. A site may be eligible for funding if the parcel(s) is(are) zoned for agricultural use, where unauthorized solid waste disposal has occurred, and where the site(s) is(are) in need of cleanup in order to abate a nuisance or public health and safety threat and/or a threat to the environment. Sites are not eligible for funding if the site is located on property where the owner or local agency is responsible for the illegal disposal of solid waste. Grants are limited to \$50,000 per cleanup or abatement project, with a limit of \$200,000 per year for each eligible applicant.

The term of the grant is effective five years from the date of the adoption of the resolution.

The Resolution has been reviewed and approved by County Counsel.

## **Agenda Item**

### **FARM AND RANCH SOLID WASTE CLEANUP AND ABATEMENT GRANT**

**December 7, 2021**

**Page 3 of 2**



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

\*\*\*\*\*

IN THE MATTER OF AUTHORIZING  
FARM AND RANCH SOLID WASTE  
CLEANUP AND ABATEMENT  
GRANT PRGOGRAM APPLICATION /

RESOLUTION NO. \_\_\_\_\_

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants; and

WHEREAS, the Kings County Public Health Department's Division of Environmental Health Services is the designated Local Enforcement Agency for solid waste in Kings County and seeks to apply for a Farm and Solid Waste Cleanup and Abatement grant in the amount of \$18,198.50.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Supervisors of Kings County hereby authorizes and empowers the Director of Public Health of the County of Kings, or their authorized designee, to execute and submit in the name of the County of Kings all necessary grant documents, including but not limited to applications, agreements, amendments and requests for payment, with the Department of Resources Recycling and Recovery (CalRecycle) for the purposes of securing grant funds and to implement and carry out the purposes specified in the application, subject to review by the County Counsel's Office.

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

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

\_\_\_\_\_  
Craig Pedersen, Chairperson  
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Catherine Venturella, Clerk  
Board of Supervisor, County of Kings



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

**SUBMITTED BY:** Department of Public Health – Darcy Pickens/Heather Silva

**SUBJECT:** NOVEL CORONAVIRUS 2019 COUNTY UPDATE

**SUMMARY:**

**Overview:**

On March 4, 2020, the Governor of California proclaimed a State of Emergency throughout California because of the increase in cases reported of the novel coronavirus, a disease now known as COVID-19. The President of the United States likewise declared a national emergency because of the COVID-19 outbreak on March 13, 2020. On March 17, 2020, the Board proclaimed a local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings.

**Recommendation:**

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

**Fiscal Impact:**

The County is tracking costs and revenue losses related to the emergency.

**BACKGROUND:**

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there are vaccines for antiviral treatment of COVID-19. County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. An update will be provided to the Board on County related activities and response.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_ OTHER: \_\_\_\_

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

CATHERINE VENTURELLA, Clerk of the Board

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM December 7, 2021

**SUBMITTED BY:** Administration – Edward Hill/Matthew Boyett  
County Counsel – Diane Freeman

**SUBJECT:** SIXTH REDISTRICTING PUBLIC HEARING

**SUMMARY:**

**Overview:**

The County will hold its sixth public hearing to engage the public in its redistricting process. The County previously held three (3) public hearings on July 20, 2021, July 27, 2021, and August 31, 2021 at 10:00 a.m., and two (2) public hearings on November 7, 2021 and November 16, 2021 at 6:30 p.m. to identify and discuss draft maps. The County will hold its sixth public hearing on December 7, 2021 to receive public comment and to consider passing by resolution new supervisorial district boundaries.

**Recommendation:**

- a. Conduct the County's sixth public hearing for the County's 2021 supervisorial redistricting process to further introduce and encourage public discussion concerning the redistricting process; and
- b. Consider adopting a new supervisorial district map by resolution.

**Fiscal Impact:**

None.

**BACKGROUND:**

On December 7, 2021, the County will hold its sixth redistricting public hearing. Thereafter, the County will consider adopting a new supervisorial district map by resolution. The County previously held three (3) public hearings on July 20, 2021, July 27, 2021, and August 31, 2021 at 10:00 a.m., and two (2) public hearings on November 7, 2021 and November 16, 2021 at 6:30 p.m. The County will hold its sixth public hearing on

(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**

### **SIXTH REDISTRICTING PUBLIC HEARING**

**December 7, 2021**

**Page 2 of 3**

December 7, 2021 to receive public comment and to consider passing by resolution a map identifying new supervisorial district boundaries. The County will provide at the hearing live Spanish language translation.

The County's redistricting process has complied with the Fair Maps Act requirements, which include:

#### Webpage Requirements

- Create a redistricting webpage to be maintained for 10 years;
- Post an explanation of the redistricting process and the process for giving public comments in English and all legally required languages;
- Include on the webpage the hearing calendar, notices and agendas, recordings or summaries of hearings, all draft maps considered, and the final adopted map (the final map to be posted after adoption).

#### Public Engagement

- Identify local organizations that may be interested in redistricting and reached out to them with information and educational materials;
- Create an interested-person sign-up on the County's webpage;
- Identify the applicable minority languages for the County;
- Create a process for receiving written public comment on redistricting, including a dedicated web form or email address and a physical address.

#### Public Hearings

- Hold at least four public hearings for the public to give input on maps.

#### Hearing Timing

- Hold one hearing outside of regular business hours;
- If a redistricting hearing is scheduled within a regular meeting of a jurisdiction's governing body, provide notice for the hearing at a fixed time and begin the hearing at that time.

#### Hearing Accessibility

- Ensure all hearing locations are accessible to person with disabilities.

#### Hearing Notice

- Provide at least five-day online notice of hearings.
- This requirement is reduced to three days in the last 27 days before a jurisdiction's redistricting deadline.
- Maintain and update a calendar of hearing dates on the redistricting webpage.

#### Live Translation

- Provide live translation at hearings upon request by a member of the public.

#### Recordkeeping

- Record hearings, or prepare a written summary of each public comment and board deliberation.



## **Agenda Item**

### **SIXTH REDISTRICTING PUBLIC HEARING**

**December 7, 2021**

**Page 3 of 3**

#### Map Drafts and Adoption

- Enable the public to submit written testimony and maps.
- Do not post draft maps until at least 21 days after the release of the state-adjusted census data.
- Post draft maps for at least seven days before adopting a final map.

Members of the community have been encouraged to participate in the County's sixth public hearing. Notice of today's public hearing was published on the County's website [www.RedistrictKings.com](http://www.RedistrictKings.com) at least five (5) days in advance. Notice was also formally published in the Hanford Sentinel on November 27, 2021 and December 2, 2021. The public hearing has additionally been promoted through a November 30, 2021 press release and online through social media. Flyers announcing the hearing have been posted online and distributed via email to local community groups and all others that have requested notice. Flyers were also displayed on County facility counters. Upon conclusion of the hearing, the County will make available online recordings or written summaries of the public hearing.

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