

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2026, (“Effective Date”) by and between the County of Kings, a political subdivision of the State of California (“County”) and Evaluation, Management and Training (EMT) Associates, Inc. a California Corporation (“Contractor”) (singularly a “Party,” collectively the “Parties”).

R E C I T A L S

WHEREAS, the County requires consultation services for the evaluation of the Local Indigent Care Needs (LICN) program as it relates to the following phases in the program: planning and design, data collection and management, data analysis, and technical assistance and collaboration; and

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

Contractor affirms that it possesses all necessary federal, state and local permitting, licensure, and certification required to perform the work under this Agreement, including, but not limited to, valid driver’s license(s), professional license(s), or certificate(s) of tax-exempt status.

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3. COMPENSATION

County shall pay Contractor an amount not to exceed \$98,750 for the satisfactory performance of service. Contractor shall not be entitled to nor receive additional compensation from the County unless this Agreement is amended in writing by both Parties. Should no funds or insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately. Payment shall be remitted in accordance with the Proposed Budget and Project Costs, both of which are attached hereto as **Exhibit B**. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation, or other remuneration.

Upon approval of County, County shall pay Contractor monthly in arrears, up to the maximum amount reflected in **Exhibit B**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

4. TERM

The term of this Agreement shall commence on the May 1, 2026, and continue until October 31, 2027, or until either: a) the Contractor completes performance to the County's reasonable satisfaction; or b) the Agreement is terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify and the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

6. AMENDMENTS

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

7. TERMINATION

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

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its 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-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether the breach is able to be cured or not.

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

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.

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

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

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

D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (the "Insurance Policy(ies)") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.

B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County guaranteeing said coverage to the County prior to execution of this Agreement, or commencing work. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

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

D. Insurance Limits. Contractor shall obtain the Insurance Policies in the amounts set forth below:

1. Commercial General Liability covering bodily injury, personal injury, and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not

less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Contractor shall cause said Insurance Policy to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability covering Contractor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000.00) per occurrence or claim.

5. Umbrella/Excess Policies. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess policies shall provide all of the insurance coverages herein requires, including, but not limited to, primary and non-contributory, additional self-insured, Self-Insured Retentions ("SIRs"), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

E. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher.

G. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the 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 any Insurance Policies. Cancellation provisions in an Insurance Policy will not be construed in derogation of the continuing duty of the Contractor to maintain the Insurance Policies during the term of this Agreement.

9. INDEMNIFICATION

A. Professional Services. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by 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 the County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify the County for its own negligence or for the negligence of third parties.

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the 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 attorneys' 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 the 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 the County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 et seq. regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 7920 et seq.

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12. CONFIDENTIALITY

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third-party's request to disclose Confidential Information, Contractor shall promptly submit said request to County.

13. CONFLICT OF INTEREST

Contractor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Contractor has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

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17. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay’s cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data, and information gathered by or computed by Contractor prior to this Agreement’s termination or upon completion of the work under this Agreement. County’s reuse of any such materials in a manner other than originally intended is at the County’s sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state.

19. NOTICE

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

County
Kings County
Department of Public Health
460 Kings County Drive, Suite 101
Hanford, CA 93230

Contractor
Victoria Stuart-Cassell,
Executive Director
EMT Associates, Inc.
1631 Creekside Drive, Suite 100
Folsom, CA 95630

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County is the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

21. SEVERABILITY

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

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. NO THIRD-PARTY BENEFICIARIES

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

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 receive a copy of or have access made available to the County's ADA grievance procedures as set forth in County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit C**.

25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

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

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

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26. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means, and in two (2) or more counterparts that together constitute one (1) Agreement. Digital signatures must meet the requirements under Government Code section 16.5 to be valid.

27. AUTHORITY

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

REMAINDER OF PAGE INTENTIONALLY BLANK


SIGNATURES ARE ON FOLLOWING PAGE

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

COUNTY OF KINGS

EMT ASSOCIATES, INC.

By: _____
Rusty Robinson, Chairman
Kings County Board of Supervisors

By: 

Victoria Stuart-Cassell
Executive Director

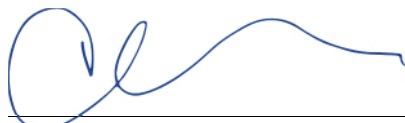
ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By: 
_____ for
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Laurie Avedisian-Favini, County Counsel,
County of Kings

By: 

Crystal M. Pizano, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Proposed Budget/Project Costs
- Exhibit C:** Kings County ADA Grievance Procedures

EXHIBIT A

Scope of Work

This Exhibit A – Scope of Work (“Exhibit A”) is incorporated into and made part of the Agreement between the County of Kings (“County”), and EMT Associates, Inc. (“Contractor”). Contractor shall perform the services described below in accordance with the terms and conditions of the Agreement.

I. Purpose

Contractor shall conduct a comprehensive evaluation of the Local Indigent Care Needs (LICN) grant program for the County of Kings Department of Public Health (KCDPH). The scope of services aligns with four evaluation phases:

1. Evaluation Planning and Design
2. Data Collection and Management
3. Data Analysis
4. Technical Assistance and Collaboration

This Exhibit A also includes communication, reporting, and additional services proposed within the contract budget.

II. County Assistance and Coordination

Based on the scope of work, County staff are expected to allocate in-kind personnel time to:

1. Attend planning and coordination meetings.
2. Facilitate communication among key partners.
3. Review and approve deliverables.
4. Assist with coordinating stakeholder meetings and internal trainings.
5. Participate in key informant interviews.

Contractor shall:

1. Establish data-sharing agreements to request access to data systems and client records.
2. Request supporting documentation (e.g., intake forms, screening tools, referral forms, MOUs, prior reports) necessary to inform evaluation planning.

3. Make every effort to minimize burden on County staff time.

No other assistance from the County is anticipated.

III. Overall Workplan Structure

Contractor shall perform services organized across the following four phases:

1. Evaluation Planning and Design
2. Data Collection and Management
3. Data Analysis
4. Technical Assistance and Collaboration

IV. Evaluation Planning and Design

A. Project Start-Up and Orientation

Within one (1) week of contract award, Contractor shall:

1. Schedule and facilitate virtual orientation and planning meetings with the LICN project team.
2. Review program goals, objectives, and implementation status.
3. Request access to relevant project materials (e.g., prior reports, MOUs, data-sharing agreements).
4. Conduct informal background interviews with key staff to enhance understanding of program history and context.

Meetings shall be used to:

1. Begin formulating evaluation questions and methods.
2. Clarify audiences for evaluation products.
3. Solidify timelines and project benchmarks.
4. Address anticipated challenges.
5. Prioritize next steps.
6. Review data source availability and discuss how data will be collected and used, including workflows, referral systems, and data management systems.

Contractor Shall:

1. Establish data-sharing agreements with KCDPH and any subcontracting partners using standard EMT templates or County-required agreements.
2. Establish a secure file transfer protocol (SFTP) with single-use password protection to support HIPAA-compliant data exchange.

Upon establishing data access, Contractor shall:

1. Review program progress, prior CMSP reports, and data collected since program inception.
2. Conduct a SWOT analysis (Strengths, Weaknesses, Opportunities, Threats) to inform focus areas for the final year of grant funding, including:
 - a. Assessment of implementation progress.
 - b. Verification of effectiveness of current measures.
 - c. Refinement of evaluation design.
 - d. Planning for project continuation and sustainment.

Contractor shall collaborate with KCDPH to convene a small stakeholder advisory group, which may include individuals with lived experience, to:

1. Provide input on evaluation design.
2. Advise on data collection methods.
3. Guide interpretation of findings.

B. Logic Model Review and Initial Evaluation Brief

Within thirty (30) days of contract start, Contractor shall:

1. Review and refine the LICN logic model (target population, strategies, activities, outcomes, and long-term impact).
2. Ensure the logic model reflects program evolution and translates into measurable outcomes.
3. Conduct a collaborative review process with project staff.

Findings from program activities covering October 2024 through April 2026 shall be summarized in an Initial Evaluation Brief, to be submitted in June 2026 and included with the evaluation plan.

C. Evaluation Plan Development

Using information gathered during the initial review process, Contractor shall develop a written evaluation plan for submission to KCDPH for approval. The evaluation plan shall:

1. Describe the evaluation design, methods, indicators, and data sources.
2. Address project goals and CMSP reporting requirements.
3. Include a data management plan mapping:
 - a. Data sources
 - b. Data collection tools
 - c. Analysis methods
 - d. Reporting approach

Contractor shall present the draft evaluation plan at an in-person or virtual, as determined in coordination with KCDPH, to solicit stakeholder feedback. Contractor shall incorporate feedback into a final evaluation plan submitted to KCDPH within one (1) month of project start-up.

D. Evaluation Framework

Contractor shall utilize the RE-AIM framework (Reach, Effectiveness, Adoption, Implementation, Maintenance) to guide the evaluation. Contractor shall:

1. Solicit input from program staff to confirm acceptability of the RE-AIM framework.
2. Align evaluation questions, process measures, and outcome metrics with LICN goals and CMSP reporting requirements.

Timelines for review and submission of the following shall be established in coordination with KCDPH:

1. Quarterly summaries.
2. CMSP Progress Reports.
3. Comprehensive Evaluation Report.
4. Other applicable deliverables.

E. Evaluation Approach

Contractor shall employ mixed methods, including:

Quantitative methods to monitor:

1. Telehealth utilization.
2. Diabetes and hypertension indicators.
3. Program reach and service utilization.

Qualitative methods to monitor:

1. Feedback surveys.
2. Semi-structured interviews.

Qualitative data shall capture:

1. Perspectives on access to resources and medical care.
2. Stakeholder experiences.
3. Contextual influences affecting outcomes.

The cost proposal includes a small pool of funds for incentives to encourage participation in data collection activities.

F. Integration with Performance Management and Quality Improvement

Evaluation findings shall inform:

1. Goal refinement.
2. Monitoring processes.
3. Selection of QA/QI initiatives.

Contractor shall support integration of the evaluation into KCDPH's Performance Management and Quality Improvement (QA/QI) Plan by:

1. Aligning processes with the PHAB Performance Management and Quality Improvement framework, utilizing the Plan-Do-Study-Act (PDSA) methodology as the primary quality improvement approach.
2. Emphasizing the use of evaluation data for organizational learning and continuous improvement.

Contractor shall coordinate with KCDPH leadership and staff to establish an approach to continuous quality improvement and shall provide in-person training on:

1. Performance measurement.
2. Interpretation of evaluation data.
3. Application of quality improvement methods, including practical application of the PDSA methodology.

V. Data Collection and Management

A. Data System Review and Protocols

Immediately following the contract start date, Contractor shall:

1. Conduct informational meetings to understand existing KCDPH and partner data systems.
2. Establish protocols for data sharing and protection.
3. Assess data integrity, completeness, and accessibility.
4. Identify potential opportunities for data quality improvement.

All Contractor staff maintain current certifications in human research participant protections and actively manage secure data systems.

B. Ongoing Data Quality Monitoring

The Program Analyst shall:

1. Conduct monthly data quality checks.
2. Produce outputs shared regularly with project staff.
3. Provide coaching to support targeted problem-solving.

4. Make recommendations to improve accuracy and reliability of program data.

C. Data Integration and Collection

Contractor shall:

1. Integrate data from healthcare providers, community partners, program clients and patients.
2. Utilize REDCap for data development, management, export, and analysis.

Quantitative data sources may include program records, REDCap databases, and other administrative systems.

Qualitative data shall be gathered through semi-structured interviews and feedback surveys to capture perspectives from:

1. Clients
2. Community Health Assistants (CHAs)
3. Partner organizations

D. Data Processing and Automated Reporting

Contractor shall complete requisite data cleaning and analysis tasks, to include the following steps supporting quality improvement and compliance reporting:

1. Develop reproducible and transparent code.
2. Document data cleaning and analysis.
3. Support automated reporting for required reports (e.g., Quarterly Summaries, CMSP Biannual Reports) and ad hoc data requests.

E. Data Management Plan

In collaboration with KCDPH, Contractor shall create a comprehensive data management plan to ensure:

1. Data integrity
2. Data security
3. Accessibility

4. Compliance with HIPAA and Kings County data standards

Contractor shall use industry-standard tools and maintain metadata and codebooks to support transparency, reproducibility, and timely reporting.

VI. Data Analysis

A. Quantitative Analysis

Contractor shall conduct descriptive, comparative, and trend analyses to assess progress toward LICN goals and performance measures. Analyses shall align with CMSP reporting requirements and may include:

1. Program outputs (e.g., telehealth services, referral networks established, clients enrolled, number and type of telehealth visits).
2. Short- and long-term outcomes (e.g., improved access to care, improved clinical outcomes, reduced hospitalizations and emergency department visits).

B. Qualitative Analysis

Contractor shall conduct qualitative analysis to:

1. Identify themes in participant experiences.
2. Identify barriers and facilitators to engagement.
3. Highlight program strengths that may inform implementation and quality improvement.

Contractor uses the Dedoose platform for qualitative analysis and visualization.

Findings from the initial six-month implementation period (May 2026 – October 2026) shall be presented in a **Comprehensive Evaluation Report**, including:

1. Analysis of process measures.
2. Analysis of outcome measures.
3. Integrated qualitative and quantitative findings.
4. Recommendations for program Year 3.

VII. Technical Assistant and Collaboration

A. Ongoing Coordination and Communication

Contractor shall:

1. Participate in monthly virtual coordination meetings.
2. Respond to all inquiries within three (3) business days.
3. Maintain proactive communication via email, phone, and virtual platforms.

Contractor has budgeted for travel for up to three (3) in-person meetings, presentations, or training sessions. Such travel and in-person meetings shall be provided at no additional cost beyond the contract amount.

B. Project Management Platform

Contractor shall utilize Monday.com to:

1. Monitor grant implementation progress.
2. Facilitate communication among partners.
3. Store evaluation tools, products, and resources.

The platform may include:

1. Task assignments.
2. Target deadlines.
3. Completion status indicators.

Contractor shall manage access to the workspace, provide training to KCDPH staff, and invite feedback to ensure the tool meets project needs.

Contractor shall provide KCDPH with user access to the Monday.com workspace at no additional cost and shall maintain access throughout the contract term.

C. Technical Assistance

Contractor shall provide technical assistance related to:

1. Evaluation tools.
2. Data collection protocols.
3. Data quality assurance processes.

In collaboration with KCDPH, Contractor shall translate evaluation findings to:

1. Inform program planning.
2. Support quality improvement initiatives using the PHAB framework.
3. Guide long-term sustainability planning.

VIII. Reporting and Communication

A. Reporting and Deliverables

Contractor shall synthesize findings to support development of:

1. CMSP Biannual Reports.
2. Sustainability Plan.
3. Comprehensive Evaluation Report.
4. Final Grant Report.

Evaluation findings and recommendations shall be presented at least quarterly in the form of Data Summaries, which shall include:

1. Preliminary findings.
2. Actionable recommendations.
3. Emerging trends.
4. Areas for improvement.
5. Factors influencing program implementation.

The format of summaries shall be determined in collaboration with KCDPH.

B. Reporting Formats

Deliverables shall include, but are not limited to:

1. Written reports.
2. Visual summaries or briefs.
3. Data dashboards (e.g., Tableau, Google Looker Studio).
4. Maps using R or GIS applications.
5. Formal presentations (PowerPoint and/or oral briefings).

Contractor shall work with LICN project staff to prepare a Sustainability Plan using the CMSP Sustainability Plan template and shall support capacity-

building efforts to institutionalize evaluation practices beyond the contract period.

C. Required Deliverables

At minimum, Contractor shall produce the following deliverables during the contract term; completion of deliverables is contingent upon the timely availability and transfer of required data to the evaluation team. In addition, the list of mutually agreed-upon deliverables may be expanded during the contract term pursuant to the Enhanced Services clause of this Agreement.

Deliverable	Due Date	Description
Evaluation Plan	Within 30 days of contract start	Develop a detailed framework outlining evaluation design, methods, indicators, and data sources. The plan shall align with LICN Logic Model and Measures & Goals, CMSP reporting requirements, and the PHAB QA/QI framework.
Quarterly Summaries	Every 3 months	Provide key performance metrics and narrative highlights, including progress toward LICN goals and recommendations for program improvement.
Sustainability Plan	September 2026	Prepare a plan describing the strategies to sustain successful program elements and partnerships using the CMSP Sustainability Plan template.
CMSP Biannual Progress Reports (2)	September 2026 and April 2027	Prepare data and narrative sections using CMSP reporting template.
Comprehensive Evaluation Report	October 2026	Develop a detailed analysis of process and outcome measures, integrating quantitative and qualitative findings with recommendations for program Year 3.
Performance Management and QA/QI Plan	January 2027	Develop a new department-wide QA/QI Plan using the PHAB Performance Management and Quality Improvement framework, or another evidence-based model approved by KCDPH. Include implementation guidance and staff training components if applicable.

CMSP Final Grant Report	September 2027	Complete cumulative program analysis summarizing results, achievements and overall impact, using the CMSP Final Grant Report Template.
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IX. Reporting and Invoicing Requirements

Contractor shall:

1. Provide report drafts in editable formats (Word, PowerPoint, Excel) upon request.
2. Provide final deliverables in PDF format upon acceptance.
3. Tailor reporting for program leadership, community partners, and other stakeholders.

Contractor shall complete all deliverables according to the proposed schedule unless adjusted in consultation with KCDPH. Quarterly invoices shall include progress summaries and status updates identifying completed deliverables.

Payment is contingent upon satisfactory completion of products.

Contractor shall maintain strict confidentiality and shall comply with all applicable federal and state privacy and security laws and regulations, including but not limited to HIPAA, as well as all Kings County data-sharing, privacy, and information security policies.

X. Additional Services

A. Initial Evaluation Brief

Contractor shall submit an Initial Evaluation Brief in June 2026 summarizing activities and progress toward grant objectives from October 2024 through April 2026. This product fulfills KCDPH’s request that this phase of program development be evaluated separately from the evaluation contract period (May 2026 – October 2027). There is no additional cost associated with this product as it integrates tasks already included in the cost proposal.

B. In-Person Quality Improvement Workshop

Contractor shall lead an in-person workshop for KCDPH staff focused on:

1. Performance measurement.
2. Quality improvement methods, including the PDSA model.
3. Integration of the PHAB framework into departmental workflows.

Contractor shall consult with KCDPH regarding timing of the workshop, anticipated following submission of the Performance Management Plan in January 2027. Workshop content shall be developed collaboratively with KCDPH to address departmental training needs and build internal capacity for ongoing quality improvement. The cost proposal includes travel and printing expenses for this workshop.

C. Enhanced Services

During the term of this Agreement, the County and Contractor may identify opportunities to enhance services or add additional services to better support program needs or emerging priorities. Any such enhanced or additional services must be mutually agreed upon and approved in advance in writing by the County, with written approval by the Director of the Kings County Department of Public Health (or designee). Any such approved enhanced or additional services shall not exceed a total amount of eleven thousand dollars (\$11,000) above the original contract amount. No additional work shall be performed, and no additional compensation shall be authorized, without such prior written approval.

TIMEFRAME FOR COMPLETION

**LICN Evaluation Timeline –
May 2026 – October 2027**

			FY2025		FY2026												FY2027			
	Key Activity	EMT Staff	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
			May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct
Evaluation Planning	Orientation and planning meetings	Full Team																		
	Review LICN Logic Model	T. Cassel, L. Ernst																		
	Assess Data Collection Tools	L. Ernst																		
	Submit Evaluation Plan	T. Cassel																		
	Initial Evaluation Brief	T. Cassel, L. Ernst																		
Data Collection, Analysis, & TA	Quarterly Summary Reports	T. Cassel, L. Ernst																		
	CMSP Biannual Progress Reports	L. Ernst, B. Nuñez																		
	Monthly Coordination Meetings	L. Ernst																		
	Submit Invoices	N. Floyd																		
	Data Collection, Analyses, QI/QA	L. Ernst, B. Nuñez																		
	Technical Assistance	B. Nuñez, L. Ernst																		
Reporting	Performance Management Plan	T. Cassel, L. Ernst																		
	Sustainability Plan	Full Team																		
	Comprehensive Evaluation Report	Full Team																		
	Final Grant Report	Full Team																		

Ongoing activity
 Completion date or reporting deadline

Exhibit B

PROJECT BUDGET COMPREHENSIVE EVALUATION SERVICES FOR THE LOCAL INDIGENT CARE NEEDS (LICN) PROGRAM

DIRECT LABOR		Hours	Task 1		Task 2-7		Task 8		Task 9		Task 10		Task 11		Task 12		Task 13		Enhanced Services		Amount
			Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	
V. Stuart-Cassel, MPPA	Project Director	206	48	\$ 3,840	-	\$ -		\$ -		\$ -	24	\$ 1,920	40	\$ 3,200	48	\$ 3,840	20	\$ 1,600	26	\$ 2,080	\$ 16,480
L. Ernst, MPH	Program Manager	464	80	\$ 3,840	12	\$ 576	4	\$ 192	4	\$ 192	24	\$ 1,152	104	\$ 4,992	116	\$ 5,568	92	\$ 4,416	28	\$ 2,240	\$ 22,272
B. Nuñez	Program Analyst	346	16	\$ 640	48	\$ 1,920	24	\$ 960	24	\$ 960	24	\$ 960	72	\$ 2,880	72	\$ 2,880	40	\$ 1,600	26	\$ 2,080	\$ 13,840
N. Floyd	Contract Specialist	12		\$ -	12	\$ 396	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-		\$ 396
	TOTAL LABOR	1,028	144	\$ 8,320	72	\$ 2,892	28	\$ 1,152	28	\$ 1,152	72	\$ 4,032	216	\$ 11,072	236	\$ 12,288	152	\$ 7,616	80	\$ 6,400	\$ 52,988
	TOTAL FRINGE			\$ 4,708		\$ 1,718		\$ 682		\$ 682		\$ 2,305		\$ 6,334		\$ 7,019		\$ 4,342		\$ 2,551	\$ 30,340
TOTAL PERSONNEL				\$ 13,028		\$ 4,610		\$ 1,834		\$ 1,834		\$ 6,337		\$ 17,406		\$ 19,307		\$ 11,958		\$ 8,951	\$ 83,328
OTHER DIRECT COSTS (ODC)																					
	Translation & Transcription			\$ 255		\$ -		\$ -		\$ -		\$ -		\$ 450		\$ -		\$ -			\$ 705.00
	Travel, Conferences and Meetings			\$ 308		\$ -		\$ -		\$ -		\$ -		\$ 308		\$ -		\$ 308			
	Incentives/Supplies			\$ -		\$ -		\$ -		\$ -		\$ -		\$ 450		\$ -		\$ -		\$ 60	\$ 510.00
	Telephone			\$ 98		\$ 36		\$ 14		\$ 14		\$ 48		\$ 131		\$ 147		\$ 90		\$ 48	\$ 626.00
	Postage/Shipping			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -			
	Print/Copy			\$ 256		\$ 90		\$ 36		\$ 36		\$ 124		\$ 342		\$ 378		\$ 236		\$ -	
	Rent/Occupancy*			\$ 982		\$ 347		\$ 138		\$ 138		\$ 477		\$ 1,311		\$ 1,455		\$ 901		\$ 520	\$ 6,269.00
	Insurance			\$ 100		\$ 35		\$ 14		\$ 14		\$ 49		\$ 134		\$ 148		\$ 91		\$ 54	\$ 639.00
	TOTAL ODC			\$ 1,999		\$ 508		\$ 202		\$ 202		\$ 698		\$ 3,126		\$ 2,128		\$ 1,626		\$ 682	\$ 8,749.00
	TOTAL DIRECT COSTS			\$ 15,027		\$ 5,118		\$ 2,036		\$ 2,036		\$ 7,035		\$ 20,532		\$ 21,435		\$ 13,584		\$ 9,633	\$ 92,077
	INDIRECT COST (@15%)			\$ 2,071		\$ 703		\$ 280		\$ 280		\$ 967		\$ 2,835		\$ 2,943		\$ 1,870		\$ 1,367	\$ 13,316
	FEE (@0%)			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
	TOTAL PROPOSED BUDGET			\$ 17,098		\$ 5,820		\$ 2,316		\$ 2,316		\$ 8,002		\$ 23,367		\$ 24,378		\$ 15,453		\$ 11,000	\$ 109,750.00
Task(s)/Deliverable(s) Key Task 1. Evaluation Plan, Task 2-7. Quarterly Summaries (6), Task 8. CMSP Biannual #1, Task 9. CMSP Biannual #2, Task 10. Sustainability Plan, Task 11. Comprehensive Evaluation Report, Task 12. Performance Management Plan and QA/QI Plan, Task 13. CMSP Final Grant Report. Enhanced Services (Optional)																					

PROJECT COSTS

EMT is proposing a firm fixed-price, deliverable-based budget totaling \$98,750, with an optional \$11,000 enhanced services component. The total project cost shall not exceed \$109,750 for the 18-month contract period. The budget and budget narrative below detail anticipated project-related costs, based on EMT's experience in managing projects of comparable size and scope.

Direct Labor

Direct labor costs include 964 personnel hours for four key personnel. Positions include a Project Director (180 hours), Program Manager (436 hours), Program Analyst (320 hours), and a Contract Specialist (12 hours). Hours are estimated per task, per staff position (*see attached budget*). Direct labor costs over the 18-month contract period are estimated at \$48,524.00. The optional enhanced services component would add 80 personnel hours and \$6,400 in direct labor costs.

Fringe Benefits

Fringe benefits rates are calculated for proposed staff based on individual fringe benefit rates. Costs cover paid time off (PTO), including sick leave, vacation leave, and holidays; health, vision, and dental insurance; retirement benefits; life insurance; performance bonuses; and payroll taxes and Workers' Compensation. Fringe benefit costs are estimated at \$27,789.00. The optional enhanced services component would add \$2,551 in fringe benefit costs.

Other Direct Costs (ODCs)

ODCs cover all project-related material expenses, including translation costs for client surveys, interview transcription, print/copy, and a small pool of funds for client incentives to participate in data collection. ODCs also include travel expenses for mileage reimbursement (70 cents per mile) covering three trips to Kings County for in-person meetings, presentations, and staff training (i.e., project launch meeting, presentation of comprehensive evaluation report, and presentation and training on the QI plan). ODC costs also include an applied percentage of telephone, facilities, and insurance expenses. ODCs are estimated at \$10,490.00. The optional enhanced services component would add \$682 in ODC costs.

Indirect Costs

Indirect costs are charged at 15% calculated on a Modified Total Direct Cost (MTDC) basis. Indirect costs are estimated at \$11,948.00 over the 18-month contract period. EMT's standard 5% fee has been waived for the proposed project. The optional enhanced services component would add \$1,367 in indirect costs.

Invoicing

Invoices will be submitted quarterly (6) based on a set deliverable schedule. Invoice amounts are calculated based on estimated labor, fringe, ODC, and indirect costs associated with any project deliverables due within a quarter. Invoices will be accompanied by quarterly progress reports detailing progress toward completion of all deliverables.

Invoice	Submit Date	Deliverables	Amount
Q1	7/31/2026	Q1 Summary, Evaluation Plan	\$18,068
Q2	10/31/2026	Q2 Summary, CMSP Biannual Progress Report #1, Sustainability Plan, Comprehensive Evaluation Report	\$34,655
Q3	1/31/2027	Q3 Summary, Performance Management Plan - QA/QI Plan	\$25,349

Invoice	Submit Date	Deliverables	Amount
Q4	4/30/2027	Q4 Summary, CMSP Biannual Progress Report #2	\$3,286
Q5	7/31/2027	Q5 Summary	\$970
Q6	10/31/2027	Q6Summary, CMSP Final Grant Report	\$16,422
	TBD	Enhanced Services (Optional – TBD)	\$11,000
Total Proposed Project Costs			\$109,750

EXHIBIT C

HIPAA Business Associate Exhibit

I. Recitals.

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

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

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

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

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

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

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

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meaning 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:

I) ***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.

1) ***Type of Services to be Provided by the Business Associate***
Business Associate will implement the Medi-Cal Health Enrollment Navigators Project Said services are set forth in the Scope of Work, attached to the Agreement as **Exhibit A.**

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. Obligations of County.

County agrees to:

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

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

required uses and disclosures.

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

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

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

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

A. Failure to detect or

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

VI. **Termination.**

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

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

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

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

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA.

County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

Exhibit C

Attachment 1

Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

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

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

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

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

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

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

II. System Security Controls.

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

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

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

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

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

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

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

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

V. Paper Document Controls.

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

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

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

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

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

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



COUNTY OF KINGS

**DEPARTMENT OF
PUBLIC WORKS**

Kings County Government Center
1400 W. Lacey Boulevard
Hanford, CA 93230
Phone: (559) 852-2690
FAX: (559) 582-2506

Jim Henderson, Director

**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 sections 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 a 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 persons 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 60 calendar days after the alleged violation to:

**Jim Henderson/
ADA Coordinator
County Government Center
1400 West Lacey Blvd
Hanford CA 93230**

**TEL (559) 852-2690
or California Relay 711**

FAX (559) 584-0865

Administration Engineering Roads Building Maintenance Parks Equipment Maintenance



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Jim Henderson, Director

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or his designee will schedule a meeting with the complainant to discuss the complaint and possible resolutions. After an investigation and review the ADA Coordinator will respond in writing, and where appropriate in a format accessible to the complainant. The response will explain the County's position on the issue and offer options for substantive resolution of the complaint.

If the response by ADA Coordinator does not resolve the issue to the satisfaction of the complainant, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the County Administrator.

After receiving the appeal, the County Administrator or his/her designee will review the appeal and the ADA Coordinator's findings. Within a reasonable period after a review, the County Administrator or his/her designee will respond with a final resolution to the complaint in writing and, where appropriate, in a format that is accessible to the complainant.

All written complaints received by ADA Coordinator or his/her designee, appeals to the County Administrator or his/her designee, and responses from these two offices will be retained by the County for at least three years.