

COUNTY OF KINGS
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of the 5th day of December, 2017, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Inmate Calling Solutions, LLC, DBA ICSolutions ("ICS"), a company licensed to do business in the State of California (hereinafter "Contractor").

RECITALS

WHEREAS, County requires services for inmate telephone, video visitation, law library, educational, and related services for the inmates of the Kings County Jail ("Jail") as set forth in Request for Proposal No. 2017-70; and

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 the Scope of Work, attached hereto and incorporated herein as if set forth in full as **Exhibit A**.

2. RESPONSIBILITIES OF CONTRACTOR

A. 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.

B. Contractor affirms that it has reviewed **Exhibit A** and agrees that in its professional judgment, the work can and shall be completed within the maximum amount of costs and time as set forth in this Agreement.

C. To fully comply with the terms and conditions of this Agreement, Contractor shall:

1. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Agreement, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this Agreement.

2. Submit monthly cost reimbursement claims. Documented verification of actual expenditures must support each claim. Reimbursement shall only be for expenditures that directly benefit the County.

3. Retain financial, programmatic, client data and other service records for five (5) years from the date of the end of the contract award or for five (5) years from the date of termination.

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 that as set forth in **Exhibit B**.

4. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, 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.

5. TIME

Time for performance of this Agreement is of the essence.

6. TIME OF PERFORMANCE

This Agreement shall remain in full force and effect as set forth in **Exhibit B**, until both parties have completed performance, or the Agreement is otherwise terminated in accordance with its terms.

Work will not begin, nor claims paid for services under this Agreement until all Certificates of Insurance, a Signing Authority Form, By-Laws, Business and Professional Licenses/Certificates, Verification of Non-Profit status, IRS ID number or other applicable licenses or certificates, as required, are on file with County's representative.

7. PREVAILING WAGE; REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS FOR COMPLIANCE MONITORING

Contractor understands and agrees that the work performed under this Agreement may be subject to prevailing wage as set forth in the California Labor Code. Contractor further understands and agrees that it shall bear sole responsibility for determining whether the work to be performed hereunder is subject to prevailing wage laws and shall bear sole responsibility for ensuring the enforcement thereof.

In the event the work to be performed hereunder is subject to prevailing wage, Contractor understands and agrees that it shall be required to register with and submit certified payrolls to the Department of Industrial Relations for compliance monitoring.

8. 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.

9. AMENDMENTS

This Agreement may be modified only by a written amendment signed by the parties.

10. 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.

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

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

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. Payment Not to be Construed as Waiver of Breach or Default. In no event shall any payment by County hereunder constitute a waiver by County of any breach of this Agreement or any default which may then exist on the part of Contractor, nor shall such payment impair or prejudice any remedy available to County with respect to the breach or default.

11. 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 a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to County. Such Certificate shall be mailed as set forth under the Notice Section 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. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). 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, including Employers' Liability limits of \$1,000,000 per accident. The policy shall 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 Two Million Dollars (\$2,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions. If Contractor has a claims made policy, the policy must be kept in full force and effect 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 the 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.

12. 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, 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 the Contractor (and its subcontractors) are responsible for such damages, liabilities, and costs on a comparative basis of fault between the Contractor (and its subcontractors) 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 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 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 acts or omissions occurring under this Agreement or any extension of this Agreement.

13. INDEPENDENT CONTRACTOR

A. 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.

B. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

C. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

14. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

15. 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.

16. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any 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.

17. DRUG FREE WORKPLACE

Contractor warrants that it is knowledgeable of Government Code section 8350 *et seq.* regarding a drug free workplace and shall abide by and implement its statutory requirements.

18. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Kings pursuant to the Injury and Illness Prevention Program.

19. 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 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.

20. 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 the County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit C**.

21. SUBCONTRACTORS

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

22. 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.

23. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within ten (10) days of the start of the delay.

24. 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.

25. NOTICE

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

COUNTY:
KINGS COUNTY SHERIFF'S OFFICE
ATTN: ASST. SHERIFF ROBERT THAYER
1570 KINGS COUNTY DR
HANFORD, CA 93230
EMAIL: ROBERT.THAYER@CO.KINGS.CA.US
TEL: 559.852.2886

CONTRACTOR:
ICSOLUTIONS
ATTN: JIM CROUCH, REGIONAL MGR
3128 E PACKARD DR.
GILBERT, AZ 85298
EMAIL: JCROUCH@ICSOLUTIONS.COM
TEL: 480.213.6264

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three (3) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

26. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new agreement following expiration or termination of this Agreement. Contractor waives all rights to notice of non-renewal of Contractor's services.

27. CHOICE OF LAW

The parties have executed and delivered this agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. 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.

28. 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.

29. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 8 Records and Inspections, Section 11 Insurance, Section 12 Indemnification, and Section 15 Confidentiality.

30. MATTERS TO BE DISREGARDED

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. 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.

32. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES

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.

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

This Agreement represents the contributions of both parties, who are each represented by competent 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.

33. 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.

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

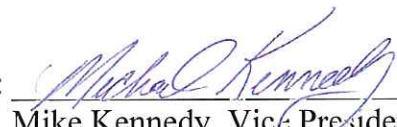
COUNTY OF KINGS

ICSOLUTIONS


By:


Craig Pedersen, Chairman

By:


Mike Kennedy, Vice President of
Sales and Marketing

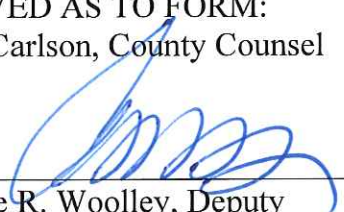
ATTEST:


Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:

Colleen Carlson, County Counsel

By:


Carrie R. Woolley, Deputy

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Fees

Exhibit C: Kings County ADA Grievance Procedures

EXHIBIT A

Milestone Dates

Contract Award		
Contract Sign Off		
Site Survey	TBD	7-10 Days after contract Signing
Phase One Start	TBD	7-10 Days after contract Signing
Phase One Completion	TBD	7-10 Days after contract Signing
Phase Two Start	TBD	45 Days after contract Signing
Phase Two Completion	TBD	60 Days after contract Signing
Phase Three Start	TBD	75 Days after contract Signing
Phase Three Completion	TBD	90 Days after contract Signing

Phase One - Inmate Telephones	Feature -/- Function -/- System -/- Hardware	Estimated Install Duration	Notes
	Centralized Enforcer Call Processing		
	49 x Stainless Steel Inmate Telephones (includes 1 additional phone)	Completed	
	2 x TDD\TTY Unit	Completed	
	Unlimited Enforcer User licenses	Completed	
	Interface to JMS platform (managed by County IT)		
	Automated Inmate ID\Pin Updates	Completed	
	The Enforcer Investigative Suite		
	The Verifier – Biometric Inmate Identity Verification	TBD	
	The Word Finder – Phonetic Word Search Technology	TBD	
	The Analyzer – Data Mining & Link Analysis	TBD	
	The Enforcer IVR Suite		
	The Informer – PREA Module	TBD	
	The Communicator – Inmate Request Portal	TBD	
	The Attendant – Informational IVR	TBD	
	Interface to Spillman Banking		
	Automated PIN-Based Debit Calling (if desired & supported by Spillman)	TBD	
	Interface to Canteen Commissary System		
	Over-the-Phone Commissary Ordering (if desired & supported by Canteen)	TBD	
	Calling Rates – Reduced & Equalized ...Everyone pays the same		
	All Domestic Calls (Collect, PrePaid, Debit, Debit Card) rated at \$0.21 per Minute	Contract Signature	
	International Debit, Debit Card calls rated at \$0.75 per Minute	Contract Signature	
	FCC Compliant Funding Fees		
	Online & IVR Funding = \$3.00	Contract Signature	
	Live Agent Funding = \$5.95	Contract Signature	
	Inmate Voicemail		
	Inbound voicemail priced at \$1.00 per message	30 Days	
	Deposit Services		
	Booking Kiosk with Cash & Coin acceptors	TBD	
	Lobby Kiosk for Public Use	TBD	
Phase Two - Video Visitation	The Visitorsm Video Visitation System		
	44 x Upgraded Inmate Video Kiosks	5 Days	
	44 x Upgraded Visitor Video Kiosks	5 Days	
	5 x New Inmate Mobile Video Kiosks	2 Days	
	Case Maker Law Library available on all Inmate Video Kiosks	1/2 Day	
	5 x New Visitor deployed at Public Locations	TBD	Based on County Informtion and Bandwidth avallability
	2 x Monitoring Workstation	1/2 Day	
	2 x Lobby Registration\Scheduling Units	1/2 Day	
	Fully Integrated with The Enforcer® Inmate Phone System	Inclusive	
	Web-based Visitor registration	Inclusive	
	Web Based Scheduling for all visits	Inclusive	
	Long Term Recording Storage of visitation sessions	Inclusive	
	Remote Visitation Enabled	Inclusive	
	ICS will provide the necessary bandwidth to support remote visitation sessions	Completed	
	Remote Visitation priced at \$12.00 for 30 Minute Visitation Session	Inclusive	
	All-inclusive installation & wiring leveraging all existing cable infrastructure	Inclusive	
	All-Inclusive warranty, support, repair\replace maintenance agreement	Inclusive	

EXHIBIT A

Phase Three - Inmate Tablets Program

100 x Ruggedized Inmate Tablets	1 Day
50 x Wall Mounted Charging Stations	3 Days
Install WiFi network to provide wireless access coverage in the housing areas.	10 Days
Inmate Enablement Services	
Commissary Ordering	TBD
Email & Electronic Messaging	TBD
Reporting Portal & Grievance Filing	TBD
Access to Case Maker Law Library service	TBD
Inmate Entertainment	
Music, Games & Movies	TBD
Free Educational Content	TBD

Exhibit B

The contract term for the below services will commence on December 1, 2017 and continue through November 30, 2020. The contract shall automatically renew for two additional terms of one year each with the option to renew for additional terms at the County's discretion.

1. The following rates for Inmate Calling Services will apply to all calls (Collect, PrePaid, Debit\Debit Card) originating from a County facility:

Local:	\$0.21 per Minute
IntraLATA:	\$0.21 per Minute
Intrastate:	\$0.21 per Minute
Interstate:	\$0.21 per Minute
International:	\$0.75 per Minute (Debit & Debit Card only)

Note: Interstate rates apply for all calls to US territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and US Virgin Islands

2. The following fees will apply to Prepaid account funding events:

Account Funding via Online:	\$3.00
Account Funding via IVR:	\$3.00
Account Funding via Live Agent:	\$5.95

3. The following fees will apply to Inmate Voicemail service:

Inbound Inmate Voicemail:	\$1.00 per message
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4. The following fees will apply to Video Visitation service:

On-Site Video Visitation:	Free
Remote Video Visitation:	Two Free 30 Minute Visits per week \$12.00 per 30 Minute session for any additional visits during that same week

5. The following fees will be charged to Inmates for Inmate Tablet Services:

Inmate Tablet Services:	\$0.05 per Content Usage Minute (Education excluded)
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Note: Inmates will be granted free access to all Education applications

6. The following fees will be charged to County for Inmate Education Applications:

Basic Education Package:	No Cost
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Package includes Khan Academy & basic Lifeskills.

Basic Plus Education Package:	\$0.50/Day/Enrollee
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Package includes basic education plus ability to upload facility owned or licensed material

Exhibit B

Enhanced ED Education Package: \$1.00/Day/Enrollee
Package includes GED coursework based on iPathways Syllabus plus expanded lifeskills, English skills for foreign speakers, vocational series etc.

7. The following fees will apply to Deposit Services:

Booking Kiosk with Cash & Coin acceptors:	Free (County will reconcile & deposit)
Lobby Kiosk for Public Use:	\$4.00 per Transaction <i>Includes armored car cash pick-up services</i>

Based on the above calling rates and fees, Contractor shall pay the following commissions to County:

Inmate Calling Service:	72.1% of Total Gross Calling Revenue
Inmate Voicemail Service:	50% of Total Gross Voicemail Revenue
Remote Video Visitation Service:	50% of Total Gross Remote Video Visitation Revenue

Exhibit C

County of Kings

2016 ADA Self-Evaluation

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.

Exhibit C

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.)