



Kings County Board of Supervisors

Kings County Government Center
1400 W. Lacey Boulevard ❖ Hanford, California 93230
☎ (559) 852-2362 FAX (559) 585-8047

In compliance with the Americans with Disabilities Act, if you require a modification or accommodation to participate in this meeting, including agenda or other materials in an alternative format, please contact the Board of Supervisors Office at (559) 852-2362 (California Relay 711) by 3:00 p.m. on the Friday prior to this meeting. The Clerk of the Board will provide assistive listening devices upon request.

Agenda April 17, 2018

Place: Board of Supervisors Chambers
Kings Government Center, Hanford, CA

Chairman:	Richard Valle (District 2)	Staff:	Rebecca Campbell, County Administrative Officer
Vice Chairman:	Joe Neves (District 1)		Colleen Carlson, County Counsel
Board Members:	Doug Verboon (District 3)		Catherine Venturella, Clerk of the Board
	Craig Pedersen (District 4)		
	Richard Fagundes (District 5)		

Please turn off cell phones and pagers, as a courtesy to those in attendance.

- I 9:00 AM** CALL TO ORDER
ROLL CALL – Clerk of the Board
INVOCATION – Andrew Cromwell – Koinonia Church
PLEDGE OF ALLEGIANCE
- II 9:00 AM** UNSCHEDULED APPEARANCES
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
- III 9:05 AM** CONSENT CALENDAR
All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.
- A. Approval of the Minutes: April 10, 2018**
 - B. County Counsel:**
Consider authorizing the Chairman to sign the Multiple Client Disclosure and Consent forms for the In-Home Supportive Services Public Authority to allow County Counsel to represent In-Home Supportive Services.
 - C. Fire Department:**
Consider authorizing out of state travel for Fire Captain Tom Allen to attend the International Association of Arson Investigators, Inc. training conference in Frisco, Texas on May 20-25, 2018.
 - D. Health Department:**
Consider authorizing the Chairman to sign the Agreement and associated certifications with the California Department of Public Health, Office of AIDS for the AIDS Drug Assistance Program.

CONSENT CALENDAR CONTINUED

E. Public Works Department:

1. Consider approving the purchase of an Air/Heating Unit to cool the Probation Nurses Unit and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
2. Consider adopting a Resolution containing the projects planned to be constructed with Fiscal Year 2018-2019 Senate Bill 1 Funding.

F. Sheriff's Office:

Consider approving the purchase of one vehicle for the Gang Task Force and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**

IV

REGULAR AGENDA ITEMS

9:10 AM

A. Agriculture Department – Jimmy Hook

Consider authorizing the Clerk of the Board to sign the budget appropriation and transfer form to accept an increase in apportionment from California Department of Food and Agriculture to be used to purchase two replacement All Terrain Vehicles and for enhancements to the pesticide program. **(4/5 vote required)**

9:15 AM

B. County Counsel – Colleen Carlson/Juliana Gmur

Consider introducing and waiving the first reading of the proposed changes to Chapter 2, Article 4, within the Code of Ordinances relating to the Kings In-Home Supportive Service Public Authority.

9:20 AM

C. Department of Finance – Rebecca Valenzuela/Anthony Loza

1. Consider approving the request from the City of Corcoran to purchase certain real properties identified as APN's 034-102-026-000 and 034-102-028-000 and authorizing the Chairman to sign the corresponding Agreements and related documents.
2. Consider approving the resubmitted request from the City of Corcoran to purchase certain real properties identified as APN's 032-251-021-000 and 034-112-004-000 and authorizing the Chairman to sign the corresponding Agreements and related documents.
3. Consider approving the request from the Self Help Enterprises to purchase certain real properties identified as APN's 011-100-065-000, 011-100-066-000, and 040-234-006-000 and authorizing the Chairman to sign the corresponding Agreements and related documents.

9:25 AM

D. Public Works – Kevin McAlister/Dominic Tyburski

1. Consider approving the plans and specifications and authorizing the Public Works Director to advertise the Kings County Highway Safety Improvement Program project.
2. Consider authorizing the intermittent installation of No Parking signs on both sides of Jackson Avenue from 18th Avenue to 4,025 feet west of 18th Avenue and on both sides of 18th Avenue from Jackson Avenue to 2,250 feet north of Jackson Avenue to maintain emergency response vehicle ingress and egress routes during public events at Kelly Slater Wave Company.

9:30 AM

E. Administration – Rebecca Campbell/Francesca Lizaola

Consider approving the 2018/2019 Health Insurance renewal rate with a 0% increase. Included in the 2018/2019 renewal is a continuation of the Wellness Program, with a \$50 incentive to be paid to eligible employees and their dependents (over age 18) who participate in the blood draw.

V

STUDY SESSION

9:35 AM

F. Administration – Rebecca Campbell

Public Works – Kevin McAlister

Engie – Ashu Jain

Overview of the proposed Government Center solar projects.

9:45 AM G. Board Member Announcements or Reports

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

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

VI 9:50 AM H. CLOSED SESSION

- ◆ **Deciding to initiate litigation.** *1 case* [Govt. Code Section 54956.9(d)(4)]
- ◆ **Litigation initiated formally.** The title is: *Kings County, et al., v. California High Speed Rail, et al.*, Sacramento Superior Court No. 34-2014-80001861
- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
Negotiator: Rebecca Campbell
 - **Detention Deputies' Association**
 - **Firefighters' Association**
 - **Probation Officers' Association**
 - **Unrepresented Management**

RECESS UNTIL 2:00 PM

VII 2:00 PM I. CLOSED SESSION

- ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Position: Economic and Workforce Development Director

VIII J. ADJOURNMENT

The next regularly scheduled meeting is scheduled for April 24, 2018, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

April 24	9:00 AM	Regular Meeting
April 24	11:00 AM	California Public Finance Authority Regular Meeting
May 1	--	Regular Meeting Cancelled due to Annual Employee Recognition Barbecue
May 2	6:00 PM	City/County Coordinating Meeting – City of Corcoran hosting
May 8	9:00 AM	Regular Meeting
May 8	11:00 AM	California Public Finance Authority Regular Meeting
May 15	9:00 AM	Regular Meeting
May 22	9:00 AM	Regular Meeting
May 22	11:00 AM	California Public Finance Authority Regular Meeting
May 22	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
May 22	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting

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



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Action Summary

April 10, 2018

Place: Board of Supervisors Chambers
Kings Government Center, Hanford, CA

Chairman:	Richard Valle	(District 2)	Staff:	Rebecca Campbell, County Administrative Officer
Vice Chairman:	Joe Neves	(District 1)		Colleen Carlson, County Counsel
Board Members:	Doug Verboon	(District 3)		Catherine Venturella, Clerk of the Board
	Craig Pedersen	(District 4)		
	Richard Fagundes	(District 5)		

Please turn off cell phones and pagers, as a courtesy to those in attendance.

I B 1

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Bobby Guerra – Hanford Pentecostal Church

PLEDGE OF ALLEGIANCE

MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, CRAIG PEDERSEN,

RICHARD FAGUNDES

MEMBERS ABSENT: DOUG VERBOON

II B 2

UNSCHEDULED APPEARANCES

Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.

Ed Hill, Kings County Health Director invited everyone to attend the Safe Kids event at West Hills College on April 20, 2018 where first graders receive practical knowledge on preventing childhood injuries.

ADJOURN AS THE BOARD OF SUPERVISORS

III B 3

CONVENE AS THE BOARD OF EQUALIZATION

Consider accepting a Stipulation on Application for Changed Assessment No. 17-012 filed by Frederick A. Douthat.

ACTION: ACCEPT STIPULATION AS PRESENTED (JN/CP/RF/RV-Aye, DV-Absent)

ADJOURN AS THE BOARD OF EQUALIZATION

RECONVENE AS THE BOARD OF SUPERVISORS

IV B 4

CONSENT CALENDAR

All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.

A. Approval of the Minutes: April 3, 2018

B. County Counsel's Office:

Consider adopting a Resolution authorizing Hanford Joint Union High School District to sell bonds directly and directing the Director of Finance to maintain taxes on the tax roll. [**Reso 18-028**]

C. Human Services Agency:

Consider authorizing the Chairman to sign the first Amendment to Agreement Number 17-038 for childcare services for child welfare involved families in Kings County. [**Agmt 17-038.1**]

D. Sheriff's Office:

Consider authorizing the Detentions Deputy Association to purchase Anthony Narcisse's service handgun as a retirement gift and approving the purchase of a replacement Glock model 22, .40 caliber handgun and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. (**4/5 vote required**)

E. Veterans Services Office:

Consider authorizing out of state travel for Veterans Services Officer, Scott Holwell; Deputy Veterans Services Officer, Codi Hicke and Veterans Service Representative, Jevon Pierce to attend the National Association of County Veterans Service Officers Annual Training Conference in Reno, Nevada from June 3-8, 2018.

F. Administration:

Consider authorizing out of state travel for Dave Eliason and Esmeralda Chavez, Health Insurance Advisory Committee members, and Sande Huddleston, Risk Manager, to visit two on-site health clinics in Tulsa, Oklahoma and Terra Haute, Indiana on April ~~4-6~~ **2016-17, 23-24**, 2018.

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

V

REGULAR AGENDA ITEMS

B 5

A. Waste Management Company – Bob Henry

Quarterly report of facility activities.

INFORMATION ONLY - NOA

B 6

B. Health Department – Ed Hill/Jeff Taber

1. Consider adopting a Resolution authorizing the Director of Public Health to sign a Local Enforcement Agency Grant application to CalRecycle and, subsequently, execute all necessary agreements to secure these grant funds for Kings County. [**Reso 18-029**]

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

2. Consider authorizing the Chairman to sign the Agreement with Goodfellow Occupational Therapy for physical therapy services at Shelly Baird School in Hanford.

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

VI

STUDY SESSION

B 7

C. Behavioral Health Department – Lisa Lewis/UnChong Parry/Jenny Chalifoux

Overview of the County's Managed Care requirements, Quality Assurance and department organization.

INFORMATION ONLY - NOA

B 8

D. Board Member Announcements or Reports

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

Supervisor Pedersen stated that he attended the retirement party for John Gibson, Fire Chief from the City of Lemoore Fire Department on April 8, 2018.

Supervisor Fagundes stated he attended the Victim Rights Ceremony at Hanford Civic Auditorium on April 9, 2018.

Supervisor Neves stated that he attended the First 5 Children & Families Commission on April 3, 2018, still announcing Lemoore High School softball, attended the Laton Lions Rodeo blood drive on April 6, 2018, attended the Lemoore High School Foundation brunch for the South Valley Arts event at West Hills College and the KFUN Radio concert in the park on April 7, 2018, attended the Kings County Behavioral Health Advisory Committee meeting and the Victim Rights Ceremony at Hanford Civic Auditorium on April 9, 2018 and stated that he would be attending the Victim Rights open house event on April 12, 2018 for the quilt unveiling.

- ◆ **Board Correspondence: Rebecca Campbell stated that the Board received a letter from the City of Hanford requesting their Cannabis Business tax proposal be placed on a general election ballot and not a special election.**
- ◆ **Upcoming Events: Rebecca Campbell stated that the Victim Rights Open House will be held in the Administration Multipurpose room on April 12, 2018 from 10:00 a.m. to 12:00 p.m., Kings County Fire Department badge pinning on April 13, 2018, Kings County Human Services Agency partnering with Child Abuse Prevention Coordinating Council will have their office decorating contest on April 18, 2018 with the winner being announced at the Board of Supervisors meeting on April 24, 2018, Chemical Waste Management will host their 3rd annual community meeting on April 26, 2018 at 6:00 p.m. at the Kettleman City elementary school cafeteria, Kings County Employee Recognition barbecue will be held on May 1, 2018 from 11:30 a.m. to 1:00 p.m., Champions Open House & Art Show will be held on May 16, 2018, Board of Trustees from Reef-Sunset Unified School District will hold their 38th annual Milton O. Wilen awards ceremony on May 22, 2018 at 7:00 p.m. in the Avenal High School Auditorium and the Board received an invitation to the Kern County Veteran's Services Department will hold a Memorial Day ceremony on May 26, 2018 at 9:00 a.m. at the Bakersfield National Cemetery.**
- ◆ **Information on Future Agenda Items: Rebecca Campbell stated that the following items would be on a future agenda: Modify the Kings County Economic Development Corporation agreement with the County, study session regarding solar projects in the County, Public Works Department amendment to contract with Mark Thomas and Company for safety analysis report, Department of Finance agreements to purchase three tax defaulted properties, Public Works request permission to advertise Highway Safety Improvement Program including safety projects at several locations, Public Works advertise SB1 maintenance contract for road projects in the County, Fire Department out of state travel to attend Arson Investigative conference in Texas, Public Works Resolution regarding County maintained mileage, Administration Medi-Cal County inmate program agreement and Resolution recognizing the Employee Appreciation Recognition week events.**

VII B 9

E. CLOSED SESSION

◆ **Deciding to initiate litigation.** *1 case* [Govt. Code Section 54956.9(d)(4)]

◆ **Personnel Matters:** [Govt. Code Section 54957]

Public Employment:

Position: Economic and Workforce Development Director

◆ **Worker's Compensation Claim:** (*1 case*) [Govt. Code Section 54956.95]

REPORT OUT: Rebecca Campbell, County Administrative Officer stated that the Board took no reportable action in closed session today.

VIII B 10

F. ADJOURNMENT

The next regularly scheduled meeting is scheduled for April 17, 2018, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

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April 24	9:00 AM	Regular Meeting
April 24	11:00 AM	California Public Finance Authority Regular Meeting
May 1	--	Regular Meeting Cancelled due to Annual Employee Recognition Barbecue
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 17, 2018

SUBMITTED BY: County Counsel – Colleen Carlson/Juliana Gmur

SUBJECT: WAIVER OF POTENTIAL CONFLICT OF INTEREST REGARDING COUNTY COUNSEL'S REPRESENTATION OF COUNTY OF KINGS AND KINGS IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

SUMMARY:

Overview:

County Counsel's representation of both the Board of Supervisors and Kings In-Home Supportive Services Public Authority presents a potential conflict of interest that requires a waiver.

Recommendation:

Authorize the Chairman to sign the Multiple Client Disclosure and Consent form to address any potential conflict of interest with the County Counsel representing both the County of Kings and the In-Home Supportive Service Public Authority.

Fiscal Impact:

None.

BACKGROUND:

The County Counsel's Office has a potential conflict of interest in representing both the County of Kings and the Kings In-Home Supportive Services ("IHSS") Public Authority — two distinct legal entities which may have adverse interests. California Rules of Professional Conduct, Rule 3-310, sets forth the requirements for attorneys to avoid the representation of adverse interests: 1) provide written disclosure of any actual or reasonably foreseeable conflict of interests, and 2) obtain the informed, written consent of each client.

There are no actual conflicts of interest between the two entities and the foreseeable conflict includes funding for the IHSS Public Authority. Since the County Board of Supervisors is composed of the same members as the IHSS Public Authority Board of Directors, the risk of conflict is minimal. Once signed, the form will go before the IHSS Public Authority Board of Directors on April 24, 2018, for signature.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Multiple Client Disclosure and Consent

Clients County of Kings and Kings In-Home Supportive Services Public Authority (“Joint Clients”) have asked County Counsel to jointly represent them. While joint representation may result in economic or tactical advantages, it also involves risks and potential conflicts of interest. The California Rules of Professional Conduct require that before an attorney may concurrently represent two or more clients in a matter, the attorney must: (1) inform each client in writing of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the each client arising from the proposed joint representation, and (2) obtain the informed written consent of each client.

The purpose of this disclosure is to set forth potential conflicts of interest relating to the proposed joint representation, and what County Counsel perceives to be the relevant circumstances and the actual and/or reasonably foreseeable adverse consequences. Assuming that both Clients provide their informed written consent, County Counsel agrees to represent Joint Clients. County Counsel understands that this arrangement is desired by Joint Clients as a means of securing the economic and tactical advantage of joint representation.

California law and Rule 3-310, subdivision (C)(1), of the Rules of Professional Conduct require attorneys to provide written disclosure of any actual and reasonably foreseeable adverse consequences arising from the proposed joint representation, and to obtain all clients’ informed written consent to the joint representation. While County Counsel does not perceive any actual or reasonably foreseeable adverse consequences at this time, Clients should consider the following potential adverse consequences prior to consenting to the proposed joint representation:

(1) When an attorney represents only one client, there is no concern regarding shared or divided loyalties; rather all of the attorney’s efforts are focused on representing the interests of that one client. When an attorney represents two or more clients in the same matter, the attorney acts to protect the interests of each client, which may result in divided, or at least shared, attorney-client loyalties. Issues may arise as to which attorney’s representation of any one client may be limited by attorney’s representation of any other joint client. While neither attorney nor clients are aware of any such issues at this time, divided loyalty is always a risk in the event of joint representation.

(2) Attorneys owe clients a duty to preserve secrets and confidential communications, unless that duty is excused by the State Bar Act, the Rules of Professional Conduct or other law. When an attorney represents more than one client in a matter, pursuant to Evidence Code §962 and California case law there is no attorney-client privilege with respect to communications that take place between any of the Joint Clients and County Counsel should any of the Joint Clients ever have a dispute in which those communications are relevant. County Counsel has a duty to keep the Joint Clients reasonably informed of significant developments. Any information either of the Joint Clients discloses to County Counsel during the course of the joint representation may be disclosed to the jointly represented client during the course of the joint representation.

(3) Conflicts may arise in particular with regard to: (a) litigation strategies that can impact different clients differently; and (b) settlement issues, inasmuch as Joint Clients may each have different ideas regarding the propriety of settlement. At this point, County Counsel does not have sufficient information to evaluate whether a potential settlement presents a conflict between the Joint Clients’ interests. If County Counsel perceives there is a conflict with respect to a settlement demand or litigation strategy, there may be a need for Joint Clients to consult independent counsel.

(4) Joint representation may also create an issue regarding custody, or control, of the original file when an attorney-client relationship ends. By signing this agreement, each of your Boards agree that if County Counsel stops representing one of you, but continues to represent the other, the client represented by County Counsel is

entitled to maintain custody or control of the original file. The other party or parties is/are entitled to a copy of Client Papers as defined in Rule 3-700, subdivision (D), of the Rules of Professional Conduct.

(5) In the event of a dispute or conflict between any of the Joint Clients, there is a risk that County Counsel may be disqualified from representing one or more of the Joint Clients or that it may otherwise be inappropriate for County Counsel to continue with the joint representation absent written consent from each of the Joint Clients.

Because there is currently no conflict of interest, County Counsel may jointly represent Joint Clients provided that Joint Clients both give your Board's informed consent in writing. Each Joint Client should feel free to consult with independent counsel before finalizing your decision to proceed with the joint representation, including whether or not to sign this conflict disclosure and waiver.

Notwithstanding the foregoing, it is County Counsel's current understanding that each of the Joint Clients desires to have County Counsel jointly represent them. By signing this Disclosure and Consent, each client expressly acknowledges that he/she or it (acting through its authorized representative): (1) has carefully read and fully understands the disclosures set forth above; (2) has carefully considered all of the circumstances and potential conflicts described above; (3) has had the opportunity to consult with independent counsel regarding the disclosures and consent in this agreement; and (4) agrees to the joint representation by County Counsel

County of Kings

Dated: _____

Richard Valle, Chairman
Kings County Board of Supervisors

Attest:

Catherine Venturella,
Clerk to the Board of Supervisors

Kings In-Home Supportive Services Public Authority

Dated: _____

Richard Valle, Chairman
Board of Directors

Attest:

Catherine Venturella,
Clerk to the Board of Directors

Dated: _____

Colleen Carlson, County Counsel



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 17, 2018

SUBMITTED BY: Fire Department – Clay Smith/Ivy Webb

SUBJECT: OUT OF STATE TRAVEL

SUMMARY:

Overview:

The Kings County Fire Department is requesting approval for the out of state travel of Fire Captain/Arson Investigator Tom Allen to attend the International Association of Arson Investigators Inc. training conference in Frisco, Texas from May 20-25, 2018.

Recommendation:

Authorize the out of state travel for Fire Captain Tom Allen to attend the International Association of Arson Investigators Inc. training conference in Frisco, Texas from May 20-25, 2018.

Fiscal Impact:

There is no fiscal impact to the general fund. The full cost of this training will be paid by the International Association of Arson Investigators Inc., with the exception of per diem, which will be from Budget Unit 241000, Account 82229010. The cost of per diem will not be greater than \$234.

BACKGROUND:

The mission of the International Association of Arson Investigators Inc. is to be the global resource of education and training for the fire investigation industry. The training conference will cover the importance of training, education and understanding the most current editions of National Fire Protection Association standards and codes. The training conference offers a variety of classes useful to the Kings County Fire Department including but not limited to investigation beyond origin and cause, documenting the fire scene, constitutional challenges to an arson prosecution and review of case studies. The International Association of Arson Investigators Inc. is allowing Fire Captain/Arson Investigator, Tom Allen, the opportunity to attend the training conference at their expense.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 17, 2018

SUBMITTED BY: Health Department-Ed Hill

SUBJECT: AIDS DRUG ASSISTANCE PROGRAM FUNDING AGREEMENT
AMENDMENT FOR FISCAL YEAR 2016/17 THROUGH FISCAL YEAR 2019/20

SUMMARY:

Overview:

The State Office of AIDS compensates Kings County through the Department of Public Health for the operation of an AIDS Drug Assistance Program (ADAP) Enrollment Site. The contract term of this Agreement has been extended an additional year through June 30, 2020 and the requirements and deliverables have been strengthened to ensure access to services and site monitoring. This amendment also adds Pre-Exposure Prophylaxis (PrEP) Assistance Program enrollment services.

Recommendation:

Authorize the Chairman to sign the Agreement and associated certifications with the California Department of Public Health, Office of AIDS for the AIDS Drug Assistance Program.

Fiscal Impact:

There is no impact to the General Fund. The Agreement provides for a minimum payment per fiscal year if at least one ADAP enrollment takes place during that year. Additional payments would be paid by the State for specific services as set forth in Exhibit B of the Agreement. Funding is solely based on usage.

BACKGROUND:

The AIDS Drug Assistance Program (ADAP) has been administered by the Department of Public Health since 1997.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AIDS DRUG ASSISTANCE PROGRAM FUNDING AGREEMENT AMENDMENT FOR FISCAL YEAR 2016/17 THROUGH FISCAL YEAR 2019/20

April 17, 2018

Page 2 of 2

The program ensures access to necessary and life-sustaining AIDS medications for Kings County residents with HIV/AIDS and adds Pre-Exposure Prophylaxis (PrEP) Assistance Program enrollment services. The Public Health Department staff screens clients for eligibility. If determined eligible, clients are enrolled and links with the designated pharmacies are established. Payment to the pharmacies is provided at the State level.

California Health and Safety Code (HSC) §131019 designates the California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) as the lead agency within the state responsible for coordinating state programs, services and activities related to Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS).

The services described are for the provision of the AIDS Drug Assistance Program (ADAP) and Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) enrollment services, which includes the ADAP Medication Program and Health Insurance Assistance Programs, and Office of AID's PrEP-AP. The contract agreement will be in effect for four consecutive fiscal years (FY) beginning in FY 2016-17 through FY 2019-20 (July 1, 2016 – June 30, 2020).

County Counsel has reviewed and approved this amendment.

STANDARD AGREEMENT AMENDMENT

STD 213A (Rev 6/03)

 Check here if additional pages are added: 1 Page(s)

Agreement Number 16-10339	Amendment Number A01
Registration Number:	

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

State Agency's Name

Also known as CDPH or the State

California Department of Public Health

Contractor's Name

(Also referred to as Contractor)

County of Kings**2. The term of this Agreement is: July 1, 2016 through June 30, 2020**

Agreement is:

3. The maximum amount of this Agreement after this amendment is: \$ 0

Not Applicable - Amount Solely Based on Usage

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:**I. Purpose of amendment:**

This amendment will replace the following exhibits in their entirety: Exhibit A, AI, B, D, F and G.

This agreement will continue to provide AIDS Drug Assistance Program (ADAP) and adds Pre-Exposure Prophylaxis (PrEP) Assistance Program enrollment services to local health jurisdictions, as well as community based organizations, and hospitals throughout the State of California. This contract is for costs associated with the administration of the ADAP, PrEP and Health Insurance Assistance Programs. Funding is solely based on usage.



The contract term has been extended an additional year, and requirements and deliverables have been strengthened to ensure access to services and site monitoring.

II. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Kings		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Richard Valle, Chairman		
Address 330 Campus Drive Hanford, CA 93230		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing		<input checked="" type="checkbox"/> Exempt per: OA Budget Act 2017
Address 1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

- III. Exhibit A – Scope of Work, is replaced in its entirety with Exhibit A, A01 – Scope of Work.

All references to Exhibit A – Scope of Work in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit A, A01 – Scope of Work.

- IV. Exhibit A, Attachment I – Definitions of Terms, is replaced in its entirety with Exhibit A, Attachment I, A01 – Definitions of Terms.

All references to Exhibit A, Attachment I – Definitions of Terms, in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit A, Attachment I, A01 – Definitions of Terms.

- V. Exhibit B – Budget Detail and Payment Provisions, is replaced in its entirety with Exhibit B, A01 – Budget Detail and Payment Provisions.

All references to Exhibit B – Budget Detail and Payment Provisions, in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit B, A01 – Budget Detail and Payment Provisions.

- VI. Exhibit D – HIPAA Business Associate Addendum, is replaced in its entirety with Exhibit D, A01 – HIPAA Business Associate Addendum.

All references to Exhibit D – HIPAA Business Associate Addendum, in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit D, A01 – HIPAA Business Associate Addendum.

- VII. Exhibit F – Security Requirements, Protections, and Confidentiality Checklist, is replaced in its entirety with Exhibit F, A01 - Security Requirements, Protections, and Confidentiality Checklist.

All references to Exhibit F– Security Requirements, Protections, and Confidentiality Checklist, in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit F, A01 – Security Requirements, Protections, and Confidentiality Checklist.

- VIII. Exhibit G – Sample - Plan for Transporting Confidential ADAP Client Files POLICY & PROCEDURE, is replaced in its entirety with Exhibit G, A01 – Plan for Transporting Confidential ADAP Client Files.

All references to Exhibit G – Sample - Plan for Transporting Confidential ADAP Client Files POLICY & PROCEDURE, in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit G, A01 – Plan for Transporting Confidential ADAP Client Files.

Exhibit A
Scope of Work
July 1, 2016 through June 30, 2020

1. Service Overview

California Health and Safety Code (HSC) §131019 designates the California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) as the lead agency within the state responsible for coordinating state programs, services and activities related to Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS).

The Contractor agrees to provide CDPH/OA, the services described herein for the provision of the AIDS Drug Assistance Program (ADAP) and Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) enrollment services, which includes the ADAP Medication Program and Health Insurance Assistance Programs, and OA’s PrEP-AP. This contract agreement will be in effect for four consecutive fiscal years (FY) beginning in FY 2016-17 through FY 2019-20 (July 1, 2016 – June 30, 2020).

Refer to Exhibit A-I “Definitions of Terms” to review definitions of acronyms and other contract related terms and references.

2. Service Location

The services shall be performed at Kings County Department of Public Health, located at 300 Campus Drive, Hanford, CA 93230.

3. Service Hours

The services shall be provided during normal Contractor working hours as defined by the enrollment site.

4. Project Representatives

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

California Department of Public Health	County of Kings
Sandra Robinson, Branch Chief Telephone: (916) 449-5942 Fax: (916) 449-5859 Email: Sandra.Robinson@cdph.ca.gov	Edward D. Hill, Director Telephone: (559) 852-2625 Fax: (559) 582-7618 Email: edward.hill@co.kings.ca.us

Exhibit A
Scope of Work
July 1, 2016 through June 30, 2020

B. Direct all inquiries to:

<p>California Department of Public Health</p> <p>P.O. Box 997426, MS 7704 Sacramento, CA 95899-7426</p> <p><u>ADAP Call Center</u></p> <p>Hours: Monday – Friday 8 a.m. to 5 p.m. Telephone: (844) 421-7050 Fax: (844) 421-8008</p> <p><u>PrEP-AP Contact</u> Cynthia Reed-Aguayo</p> <p>Telephone: (916) 449-5791 Fax: (916) 449-5859 Email: Cynthia.Reed-Aguayo@cdph.ca.gov</p>	<p>County of Kings</p> <p>330 Campus Drive Hanford, CA 93230</p> <p><u>Site Contact</u> Andrew Sorge, ADAP Enrollment Worker</p> <p>Telephone: (559) 852-2578 Fax: Email: andrew.sorge@co.kings.ca.us</p>
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

5. Services to be Performed

A) Major Function, Task and Activities

The Contractor shall:

Enrollment Site Requirements:	Time Line	Responsible Party	Performance Measure and/or Deliverables
<p>A.1. ADAP ES Contact Requirement:</p> <p>Maintain an ADAP Enrollment Site (ES) Contact to ensure compliance with the requirements of this contract agreement on behalf of the ADAP ES and facilitate required information exchange between the ES, CDPH/OA/ADAP, and CDPH/OA/ADAP's contracted CDPH/OA/ADAP Enrollment System (AES).</p>	<p>Throughout the life of the contract.</p>	<p>Authorized Site Administrator</p>	<p>ADAP Site Contact Name and contact information must be identified in Section 4B. Provide written notice to the assigned ADAP Advisor/PrEP-AP Advisor immediately of any changes to the ADAP ES Contact.</p>
<p>A.2. Nondiscrimination Requirements:</p> <p>Comply with the provisions as stated in Exhibit H, "Nondiscrimination Clause" (STD 17A)." The ADAP ES shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation.</p>	<p>Must be maintained through the life of the contract.</p>	<p>Authorized Site Administrator/ Agency's EEO Officer</p>	<p>Authorized Site Administrator and/or EEO Officer Name and contact information must be identified in Section 4A.</p>

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

<p>A.3. Information Privacy and Security Requirements:</p> <p>All personnel conducting ADAP/PrEP-AP enrollment services must abide by all applicable laws and CDPH/OA/ADAP and PrEP-AP guidelines regarding confidentiality of ADAP and PrEP-AP client eligibility files and protected health information when accessing or submitting client data.</p> <p>i. Ensure compliance with the provisions as stated in Exhibit D, "HIPAA Business Associate Addendum (CDPH HIPAA BAA 6-16).</p> <p>ii. Ensure that all EWs employed by or volunteering at the ES are issued/assigned an Agency email address. <i>*To ensure client confidentiality, ADAP EWs are prohibited from using a personal email address (i.e. gmail, yahoo, etc.) for ADAP related correspondence.</i></p>	<p>Must be maintained through the life of the contract.</p> <p>Contractor shall also continue to extend the protections of these provisions to protected health information upon termination or expiration of the agreement until its return or destruction.</p> <p>At the time of ADAP EW activation and throughout the life of the contract.</p>	<p>ADAP ES Contact</p> <p>Authorized Site Administrator/ Site Contact</p>	<p>Notify the assigned ADAP or PrEP-AP Advisor immediately by phone call plus email or fax when a potential breach has occurred. EWs may be deactivated if more than two potential breaches occur within a calendar year. ESs may also be deactivated if potential breaches are committed by more than two EWs in a calendar year.</p> <p>Verified when ADAP Enrollment Worker(s) (EWs) email address is provided to the assigned CDPH/OA/ADAP Advisor.</p>
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Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

<ul style="list-style-type: none"> • Ensure compliance with the provisions as stated in “Exhibit E, “Notice of Privacy Practices”, and ensure that the notice is posted at the ES. • Review and sign the “Agreement by Employee/Contractor to Comply with Confidentiality Requirements (CDPH 8689)” form (Exhibit I). • Ensure that only certified ADAP EWs have access to ADAP client eligibility file information, unless otherwise authorized by law. Please refer to the following ADAP Confidentiality tables located under the Information flow charts for Community-Based Organizations, Health Care Provider, and Local Public Health Departments that pertains to your ADAP ES: https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resourcepage.aspx 	<p>Must be maintained through the life of the contract.</p> <p>Annually.</p>	<p>ADAP ES Contact</p> <p>ADAP ES Contact and ADAP EW(s)</p>	<p>Indicate compliance on the “Security Requirements, Protections, and Confidentiality Checklist”, Exhibit F.</p> <p>Submit completed CDPH Form 8689 form via the AES.</p>
<p>iii. EWs are required to ask a minimum of three security questions when confirming client identity from an incoming phone call prior to disclosing any PHI.</p> <p>iv. EWs are prohibited from disclosing and must employ reasonable measures to protect their EW ID, AES password, or any other identifier/passcode which may compromise client confidentiality.</p>	<p>Must be maintained through the life of the contract.</p>	<p>ADAP ES Contact and ADAP EW(s)</p>	<p>Notify the assigned ADAP Advisor immediately when a potential breach has occurred.</p>

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

<p>A.4. ADAP ES Information Technology/Equipment Requirements:</p> <p>i. Ensure internet access and equipment and the ability to scan and upload the ADAP/PrEP-AP applicant/client eligibility documents to the AES secure enrollment system.</p>	<p>By the go-live date and to be maintained through the life of the contract.</p>	<p>Authorized Site Administrator and ADAP ES Contact</p>	<p>All client enrollments must occur electronically via the AES secure enrollment system.</p>
<p>ii. Only desktop computers are to be used to conduct ADAP enrollment services. The use of laptop computers or other hand held electronic devices are strictly prohibited for use in ADAP/PrEP-AP client enrollment.</p> <p>iii. Ensure fax machines and CDPH/OA/ADAP fax/scanners are used to upload and submit ADAP/PrEP-AP applications or receive correspondence which may include confidential client information are located in a secure area.</p>	<p>By the go-live date and to be maintained through the life of the contract.</p> <p>By the go-live date and to be maintained through the life of the contract.</p>	<p>ADAP ES Contact</p> <p>ADAP ES Contact</p>	<p>Indicate compliance on the “Security Requirements, Protections, and Confidentiality Checklist”, Exhibit F.</p> <p>Indicate compliance on the “Security Requirements, Protections, and Confidentiality Checklist”, Exhibit F.</p>
<p>A.5. Quality Requirements</p> <p>i. In order to ensure adequate service capacity and to maintain a high degree of customer service, enrollment sites are required to be adequately staffed to provide assistance to clients via in-person appointments, secure e-mails, or over the telephone within a reasonable time frame. Capacity assessments should be constructed from reasonable projections based on historical enrollments.</p>	<p>To be maintained throughout the life of the contract.</p>	<p>Authorized Site Administrator and ADAP ES Contact</p>	<p>Failure to maintain adequate service levels may result in OA transitioning clients to neighboring enrollment sites.</p> <p>EWs/ESs whom are continuously unresponsive may be deactivated and precluded from performing ADAP enrollment services.</p>

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

<p>ii. ADAP EWs and ESs will be held to quality standards and metrics. Please reference the ADAP Resource page found here https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resourcespage.aspx for current year Quality Performance Metrics. EWs are required to maintain an enrollment performance level of at least 95 percent accuracy for ADAP/PrEP-AP eligibility documentation and enrollment. ESs are required to maintain a minimum performance level of 90 percent.</p> <p>CDPH/OA/ADAP will conduct secondary review on ADAP applications and a random sample size of PrEP applications. Applications with errors will be considered defective and will count against the performance level of the ADAP EW/ES. ADAP EW/ES quality will be factored by dividing the number of defective applications by the total number of applications processed.</p>	<p>To be maintained through the life of the contract.</p>	<p>Authorized Site Administrator and ADAP ES Contact</p>	<p>CDPH/OA/ADAP will continuously monitor performance levels throughout the life of the contract. The first year following the deployment of the AES will serve as a transition period during which OA will concentrate on evaluation and providing technical assistance.</p> <p>If after the first quarter following the initial one year transition period, an ADAP EW(s)/ES has an error rate that exceeds the quality standard, the Site Contact must submit a Corrective Action Plan to the ADAP and/or PrEP Advisor for approval within 30 days of the finding.</p> <p>If an ADAP EW(s)/ ES remains deficient for a second consecutive quarter, CDPH/OA/ADAP may suspend the EW(s)/ES for inaccurate ADAP/PrEP-AP applications processed during the quarter.</p> <p>If an ADAP EW(s)/ES remains deficient for a third consecutive quarter, the EW(s)/ES may be deactivated and will no longer be allowed to perform ADAP/PrEP-AP enrollment.</p>
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Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

<p>A.6. Conduct Requirements:</p> <p>ADAP EWs are required to conduct themselves with a high degree of professionalism and integrity. Site Contacts are required to ensure that no ADAP EW is employed by, nor receives any financial compensation (including gifts or any other type of incentive) from a participating ADAP pharmacy and that no ADAP/PrEP-AP client enrollment is conducted at any participating ADAP pharmacy location.</p> <p>Additional examples of misconduct include, but are not limited to:</p> <ul style="list-style-type: none"> i. Knowingly and willfully enrolling clients with inaccurate or false documentation.* ii. Insubordination and/or non-compliance with CDPH/OA/ADAP staff requests. iii. Verbally abusive or use of derogatory language. iv. Unresponsive to CDPH/OA/ADAP staff and/or client inquiries. v. Conducting unauthorized off-site ADAP/PrEP-AP enrollment. vi. Transporting files without having a transportation plan approved by CDPH/OA/ADAP staff. vii. Violating or otherwise not adhering to any requirement stipulated in this scope of work. <p>* Knowingly providing inaccurate or false documentation may be in violation of various Penal Code laws and may be subject to violations of the California False Claims Act, which prohibits any person or entity from knowingly making or using a false statement or document to obtain money, property, or services from the State. (See California Government Code section 12650 et. seq.)</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP ES Contact and EW(s)</p>	<p>Notify the ADAP/PrEP-AP Advisor when instances of misconduct are identified.</p> <p>Site Contacts may be required to submit a Corrective Action Plan.</p> <p>CDPH/OA/ADAP staff to address occurrences of misconduct.</p> <p>EWs who engage in misconduct may be subject to temporary or permanent suspension of ADAP EW status.</p>
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Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

<p>A.7. Training and Technical Assistance Requirements:</p> <p>i. Ensure all new ADAP EWs have successfully completed new ADAP EW training provided by CDPH/OA/ADAP prior to enrolling or re-certifying ADAP/PrEP-AP clients.</p> <p>ii. Ensure all existing and new enrollment workers complete training on the AES.</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP ES Contact</p>	<p>Report to the assigned ADAP/PrEP-AP Advisor, site staff who will be registering for required ADAP EW trainings.</p>
<p>iii. Ensure compliance with the requirements written in the ADAP “California State ADAP Guidelines,” “California State PrEP-AP Guidelines” and ADAP Management Memos.</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP ES Contact and ADAP EW(s)</p>	
<p>iv. Ensure existing ADAP EWs maintain active status by participating in required annual recertifying ADAP EW trainings and/or other required ad hoc trainings provided by CDPH/OA/ADAP in order to maintain ADAP certification to continue conducting ADAP/PrEP-AP enrollment functions.</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP ES Contact</p>	<p>Notify ADAP EWs to recertify 30 days prior to the recertification end date.</p>
<p>v. Ensure the ADAP ES has representation/participation on all monthly CDPH/OA ADAP EW calls.</p>	<p>Monthly through the life of the contract.</p>	<p>ADAP ES Contact</p>	<p>Must ensure ADAP ES participation for 90 percent of these calls. Must contact the ADAP Advisor, if unable to participate on a call to discuss the topics covered.</p>

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

<p>A.8. ADAP Enrollment Tracking Requirements:</p> <ul style="list-style-type: none"> i. Ensure all ADAP EWs are identified and have a site specific ADAP EW ID number issued by the CDPH/OA/ADAP AES. ii. Report any changes in site specific ADAP EWs' status (e.g., job duties, relocation, separation, etc.) that will alter the ADAP EW(s) ability to enroll clients, including the de-activation of any ADAP EW ID numbers. 	<p>To be maintained through the life of the contract.</p> <p>Within 24 hours of the change.</p>	<p>ADAP ES Contact</p> <p>ADAP ES Contact</p>	<p>This site specific ADAP EW ID number may only be used by the ADAP EW to whom it is assigned for enrollment activities at this site.</p> <p>Report addition/deletion/changes to ADAP EW(s) to the CDPH/OA/ADAP EBM and/or the assigned ADAP/PrEP-AP Advisor.</p>
<p>A.9. Transportation Plan Requirements:</p> <p>Ensure that no ADAP/PrEP-AP client eligibility documentation, records, files, etc., will be transported to or from the ADAP ES.</p> <p>Exception to this restriction may be approved by CDPH/OA for the following reasons:</p> <ul style="list-style-type: none"> i. Client disability; or, ii. Remote distance requires ADAP EW to meet with client outside of the ADAP ES; or, iii. The entire ADAP ES is moving to a new address/location. <p>Ensure that no ADAP/PrEP-AP client enrollment files will be transported until CDPH/OA/ADAP provides <u>written approval</u> of the site's specific transportation plan.</p>	<p>To be maintained through the life of the contract.</p> <p>30 days prior to the need for transporting any ADAP client enrollment documents/files.</p>	<p>ADAP ES Contact</p> <p>ADAP ES Contact</p>	<p>See "Plan for Transporting Confidential ADAP Client Files", Exhibit G.</p> <p>Submit a written request to the assigned ADAP/PrEP-AP Advisor which justifies the necessity for transporting ADAP or PrEP-AP client enrollment document/files. The request must also identify the specific procedure to be followed to safeguard the confidentiality of the ADAP/PrEP-AP client documents being transported, as well as who will be responsible/accountable for site's specific procedure(s). See "Plan for Transporting Confidential ADAP Client Files", Exhibit G.</p>

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

<p>A.10. Administrative Requirements</p> <ul style="list-style-type: none"> i. Notify the assigned ADAP Advisor if the site wishes to change from an open site (one which serves any individual who wishes to enroll) to a closed site (one which serves only agency-affiliated individuals) or vice versa. ii. Notify the assigned ADAP/PrEP-AP Advisor if the site plans to no longer provide ADAP/PrEP-AP enrollment services. 	<p>Provide at least 30-days' notice for the requested change of status.</p> <p>Within at least 60 days of the site deactivation date.</p>	<p>ADAP ES Contact</p> <p>ADAP ES Contact/ Authorized Agency Administrator</p>	<p>Written Request required (may be submitted by email) to ADAP/PrEP-AP Advisor.</p> <p>Written Notification required (may be submitted by email) and submission of an ADAP/PrEP-AP transportation plan to the site's designated ADAP Advisor assuring the secure transfer of hard copy ADAP/PrEP-AP client files. See page 1, item 1) Service Overview, paragraph 3.</p>
<p>A.11. ADAP Fiscal Requirements</p> <ul style="list-style-type: none"> i. Ensure ADAP funds are used exclusively to cover costs related to ADAP in accordance with Health and Safety Code §120956(b). ii. Ensure compliance with the federal HRSA Ryan White HIV/AIDS Program requirements, polices, and National Monitoring Standards. iii. Ensure funds received from OA are not used for unallowable expenses as defined by the Ryan White National Monitoring Standards. 	<p>To be maintained through the life of the contract.</p> <p>Within five business days of request.</p>	<p>ADAP ES Contact/ Authorized Agency Administrator</p>	<p>Within five business days, upon request, submit to OA for review budget and expense reports with sufficient detail to ensure compliance with section A.11.</p> <p>In the event of an audit or upon request by CDPH, ESs must be able to adequately show that these contractual requirements have been met.</p>

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

<p>A.12. PrEP Fiscal Requirements</p> <ul style="list-style-type: none"> i. Ryan White funds are prohibited for the use of PrEP enrollment services. ii. EWs who conduct PrEP enrollment are precluded from being 100 percent funded by Ryan White funds. 	<p>To be maintained through the life of the contract.</p> <p>Within five business days.</p>	<p>ADAP ES Contact/ Authorized Agency Administrator</p>	<p>Within 15 business days, upon request, ESs are required to submit documentation of all EWs performing PrEP enrollment with a budget detail indicating how each EW is funded.</p>
<p>A.13. Auditing Requirements</p> <ul style="list-style-type: none"> i. Facilitate CDPH/OA/ADAP site visit requests, including but not limited to receiving or providing required documentation/information as requested by the assigned ADAP/PrEP-AP Advisor. Act as liaison between the site, ADAP/PrEP-AP Advisor, ADAP EW(s), and LHJ Coordinator (if applicable) in activities related to the site visit. 	<p>As needed during normal working hours.</p>	<p>ADAP Site Contact/Authorized Agency Administrator</p>	<p>Respond to written notifications and requests for information initiated by CDPH/OA/ADAP personnel.</p>
<ul style="list-style-type: none"> ii. Ensure that CDPH/OA/ADAP staff, authorized CDPH/OA/ADAP representatives and/or other state and federal agencies are granted access to all ADAP client eligibility files and any other documentation related to this contract agreement for audit purposes. iii. Develop and submit required Corrective Action Plan (CAP) when required based on results of ADAP site visit/federal or state program audit. 	<p>As needed during normal working hours.</p> <p>Within five business days.</p> <p>As needed.</p>	<p>ADAP Site Contact/Authorized Agency Administrator</p> <p>ADAP Site Contact/Authorized Agency Administrator</p>	<p>Within five business days, respond to written and in-person requests for ADAP client files made by CDPH/OA/ADAP personnel.</p> <p>CAP is to be submitted to the assigned ADAP/PrEP-AP Advisor by the timeframe identified in the letter indicating the CAP is required.</p>

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

<p>iv. Maintain hard copy ADAP/PrEP-AP client files/records, created prior to July 1, 2016 for four years (the current year, plus three prior years)</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP ES Contact</p>	<p>As needed, records will be made available to view within the timeframe provided by the federal or state auditors.</p> <p>At contract termination or expiration, Protected Health Information must be returned or retained in accordance with Exhibit D, "HIPAA Business Associate Addendum (CDPH HIPAA BAA 6-16)".</p>
<p>A.14. Grievance Requirements</p> <p>i. Ensure that ADAP/PrEP-AP clients are made aware of, and have access to, the CDPH/OA/ADAP Grievance procedures, and form as outlined in the California State ADAP/PrEP-AP Guidelines.</p>	<p>Upon initial and annual re-enrollments of ADAP clients and annual re-enrollment of PrEP-AP clients.</p>	<p>ADAP ES Contact and/or ADAP/PrEP-AP EW(s)</p>	<p>CDPH/OA/ADAP will verify, via review of the ADAP/PrEP-AP Client Satisfaction Survey.</p>
<p>ii. Upon client request, assist ADAP/PrEP-AP clients in the completion and submission of an ADAP/PrEP-AP grievance form and related documents. Assistance may also include providing the mailing address and contact information for ADAP/PrEP-AP Advisors and/or other CDPH/OA/ADAP Contractors, and/or the submission of the completed grievance form and related documents to CDPH/OA/ADAP.</p>	<p>As needed.</p>	<p>ADAP/PrEP-AP ES Contact and/or ADAP/PrEP-AP EW(s)</p>	<p>Notify the assigned ADAP/PrEP-AP Advisor immediately if assistance is needed with the CDPH/OA/ADAP/PrEP-AP grievance process.</p>

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

<p>A.15. Performance Requirements</p> <p>i. Enrollment workers are required to vigorously pursue enrollment into health care coverage for which clients may be eligible (e.g., Medicaid, Medicare, employer-sponsored health insurance coverage, and/or other private health insurance to comply with federal and state payer of last resort requirements.</p> <p>iii. EWs are required to proactively conduct outreach to clients, by utilizing the AES dashboard to identify clients who have an eligibility expiration date within 30 days. EWs must document the client outreach in the case notes.</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP ES Contact and/or ADAP/PrEP- AP EW(s)</p>	<p>Upon initial enrollment and annual re-enrollment. Enrollment workers are required to assess client's eligibility for other third-party coverage based on eligibility documents provided. All eligible individuals must apply.</p> <p>Outreach attempts and any client interaction as a result of said outreach must be clearly documented in the client case notes available through AES.</p>
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Exhibit A, Attachment I
Definition of Terms

- i. AIDS Drug Assistance Program (ADAP) – Established in 1987 to help ensure that eligible, HIV positive uninsured and under-insured individuals have access to medication on the ADAP formulary through the Medication Program and Health Insurance Assistance Programs. ADAP provides medication, premium payment, and medical out of pocket payment assistance.
- ii. ADAP Advisor – Office of AIDS ADAP staff assigned to a Local Health Jurisdiction or ADAP Enrollment Site for monitoring and technical assistance.
- iii. Enrollment Worker (EW) – Enrollment Site staff certified to provide enrollment services for ADAP and the Pre-Exposure Prophylaxis Assistance Program (PrEP-AP). EWs will have access to ADAP/PrEP-AP enrollment data.
- iv. Enrollment Site (ES) - A public health department, clinic, community based organization (CBO), or local government agency where an individual can apply for ADAP or PrEP-AP services.
- v. Enrollment Site Contact – Ensures the requirements of this contract agreement are adhered to, including but not limited to the participation in monthly EW calls. Act as the primary contact for OA, the OA service contractors, and Enrollment Site staff.
- vi. ADAP Enrollment System (AES) – ADAP’s online system used for enrolling clients in ADAP and the PrEP-AP.
- vii. California Department of Public Health (CDPH) – is the lead agency in California providing detection, treatment, prevention and surveillance of public health issues.
- viii. Closed Site – An enrollment site that only serves applicants/clients associated with their entity.
- ix. Community Based Organization (CBO) – Non-profit 501(3)(c) entities that operate within a single local community.
- x. Fiscal Year (FY) – July 1 through June 30.
- xi. Contractor – An approved enrollment site managed by a non-profit organization to provide ADAP/PrEP-AP enrollment services.
- xii. Insurance Benefits Manager (IBM) – Service contractor that manages and processes health insurance premium payments for clients enrolled in both ADAP’s Medication Program and Insurance Assistance Programs.
- xiii. Local Health Jurisdiction (LHJ) – One of 58 counties and three cities (Pasadena, Long Beach, and Berkeley) in the state of California.
- xiv. Medical Benefits Manager (MBM) – Service contractor that manages and processes outpatient medical out of pocket payments for clients enrolled in ADAP’s Insurance

Exhibit A, Attachment I
Definition of Terms

Assistance Programs and approved PrEP related medical costs for clients enrolled in the PrEP-AP.

- xv. Office of AIDS (OA) – Has lead responsibility for coordinating state programs, services, and activities relating to HIV/AIDS as designated by California Health and Safety Code Section 131019.
- xvi. OA Health Insurance Premium Payment (OA-HIPP) – Pays for health insurance premiums and medical out of pocket costs for eligible clients co-enrolled in ADAP's Medication Program.
- xvii. OA Medicare Part D Premium Payment Program – Pays for Medicare Part D premiums for clients co-enrolled in ADAP's Medication Program.
- xviii. Open Site – An enrollment site that serves all CDPH medication assistance applicants/clients.
- xix. Pharmacy Benefits Manager (PBM) – Service contractor administering the ADAP statewide pharmacy network and providing pharmaceutical services for ADAP and PrEP-AP clients.
- xx. Pre-Exposure Prophylaxis Assistance Program (PrEP) Advisor - Office of AIDS staff assigned to provide technical assistance associated with PrEP- AP.
- xxi. PrEP-AP – PrEP-AP will cover 1) costs for HIV PrEP-related medical services for uninsured individuals who are enrolled in a drug manufacturer's PrEP medication assistance program, and 2) for insured individuals, both of the following: (a) the cost of medication copays, coinsurance, and deductibles for the prevention of HIV infection after the individual's insurance is applied and, if eligible, after the drug manufacturer's medication assistance program's contributions are applied, and b) medical copays, coinsurance, and deductibles for PrEP-related medical services.

Exhibit B
Budget Detail and Payment Provisions

file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

1) ADAP Resource Page found here:

https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resourcepage.aspx

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor, or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any FY is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.
- C. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of termination or cancellation and any non-cancelable obligations incurred in support of this agreement.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Final Payment

- A. Final payment shall be processed no more than *sixty (60)* calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager.
- B. CDPH/OA/ADAP shall make payment to the Contractor quarterly in arrears for costs associated with the provision of ADAP enrollment services at the ADAP Enrollment Site in the local health jurisdiction (LHJ), under this contract agreement. Payment to the Contractor will be contingent upon receipt and execution of this contract agreement and the provision of ADAP/PrEP-AP enrollment services (as verified by CDPH/OA/ADAP through the AES data).
- C. This contract agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the State Legislature, which may affect the provisions, terms, or funding of this contract agreement in any manner.

Exhibit B
Budget Detail and Payment Provisions

5. Recovery of Overpayments

- A. Contractor agrees that payments based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by CDPH/OA/ADAP by CDPH/OA/ADAP withholding payments or withholding a portion of payment for services performed until the amount of overpayment has been resolved.

If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached.

Exhibit D
HIPAA Business Associate Addendum

I. Recitals

- A. The underlying contract (Agreement), to which this HIPAA Business Associate Addendum is attached to and made a part of, has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Public Health ("CDPH") wishes to disclose to Business Associate certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in the Agreement, Contractor, here and after, is the Business Associate of CDPH acting on CDPH' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI and PI. CDPH and Business Associate are each a party to the Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to the Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that CDPH must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.
- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer

Exhibit D
HIPAA Business Associate Addendum

or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.

- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code sectionS 1798.3 and 1798.29..
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, 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.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in the Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

Exhibit D
HIPAA Business Associate Addendum

1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
 - a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such 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.
 - b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDPH.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CDPH and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by the Agreement or as required by law.
2. **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 CDPH, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by the Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. 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 3, Security, below. Business Associate will provide CDPH with its current and updated policies.
3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

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HIPAA Business Associate Addendum

- a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
- b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of CDPH under the Agreement;
- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
- d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of the Agreement.
- e. Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with CDPH.

D. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. *Business Associate's Agents and Subcontractors.*

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of CDPH, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations.
2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by CDPH; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. *Availability of Information to CDPH and Individuals.* To provide access and information:

1. To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for CDPH that

Exhibit D
HIPAA Business Associate Addendum

includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable CDPH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from CDPH that was provided to CDPH by the Social Security Administration, upon request by CDPH, Business Associate shall provide CDPH with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. Amendment of PHI. To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by CDPH.

H. Internal Practices. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to CDPH and shall set forth the efforts it made to obtain the information.

I. Documentation of Disclosures. To document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for CDPH as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for CDPH after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

J. Breaches and Security Incidents. During the term of the Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. **Notice to CDPH.** (1) To notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to CDPH by the

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Social Security Administration. (2) To notify CDPH **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of the Agreement and this Addendum, or potential loss of confidential data affecting the Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the CDPH ITSD Service Desk. Notice shall be made using the "CDPH Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the CDPH Privacy Office website (www.CDPH.ca.gov),

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. Within 72 hours of the discovery, Business Associate shall submit an updated "CDPH Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "CDPH Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If CDPH requests information in addition to that listed on the "CDPH Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide CDPH with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "CDPH Privacy Incident Report" form. CDPH will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be

Exhibit D
 HIPAA Business Associate Addendum

made without unreasonable delay and in no event later than 60 calendar days. The CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to CDPH in addition to Business Associate, Business Associate shall notify CDPH, and CDPH and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.

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

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

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- K. *Termination of Agreement.*** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by CDPH of this Addendum, it shall take the following steps:
1. Provide an opportunity for CDPH to cure the breach or end the violation and terminate the Agreement if CDPH does not cure the breach or end the violation within the time specified by Business Associate; or
 2. Immediately terminate the Agreement if CDPH has breached a material term of the Addendum and cure is not possible.
- L. *Due Diligence.*** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.
- M. *Sanctions and/or Penalties.*** Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of CDPH

CDPH agrees to:

- A. *Notice of Privacy Practices.*** Provide Business Associate with the Notice of Privacy Practices that CDPH produces in accordance with 45 CFR section 164.520, as well as any changes to such notice.
- 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 CDPH has agreed to in accordance with 45 CFR section 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 CDPH.

V. Audits, Inspection and Enforcement

- A.** From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with the Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the CDPH Privacy Officer in writing. The fact that CDPH 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 Addendum, nor does CDPH's:

Exhibit D
HIPAA Business Associate Addendum

1. Failure to detect or
 2. 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 CDPH' enforcement rights under the Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify CDPH and provide CDPH with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the Agreement and shall terminate when all the PHI provided by CDPH to Business Associate, or created or received by Business Associate on behalf of CDPH, is destroyed or returned to CDPH, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon CDPH' knowledge of a material breach or violation of this Addendum by Business Associate, CDPH shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDPH; or
 2. Immediately terminate the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.
- C. *Judicial or Administrative Proceedings.*** Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate the Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH may terminate the 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.
- D. *Effect of Termination.*** Upon termination or expiration of the Agreement for any reason, Business Associate shall return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify CDPH of the conditions that make the return or destruction infeasible, and CDPH and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, 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.*** CDPH makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business

Exhibit D
HIPAA Business Associate Addendum

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 Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH' request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CDPH may terminate the Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by CDPH pursuant to this Section; or
 2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that CDPH 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 the Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, 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 Addendum is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum 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 VI.D of this Addendum shall survive the termination or expiration of the Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit D
HIPAA Business Associate Addendum

Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

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

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- B. *Server Security.*** Servers containing unencrypted CDPH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of CDPH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain CDPH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

Exhibit D
HIPAA Business Associate Addendum

- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. *Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. *Data Destruction.*** When no longer needed, all CDPH PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the CDPH Information Security Office.
- I. *System Timeout.*** The system providing access to CDPH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. *Warning Banners.*** All systems providing access to CDPH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. *System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PHI or PI, or which alters CDPH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. *Access Controls.*** The system providing access to CDPH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

Exhibit D
HIPAA Business Associate Addendum

- M. *Transmission encryption.*** All data transmissions of CDPH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting CDPH PHI or PI 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 CDPH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing CDPH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing CDPH PHI or PI 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. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PHI or PI 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 the Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup CDPH PHI to maintain retrievable exact copies of CDPH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore CDPH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

V. Paper Document Controls

- A. *Supervision of Data.*** CDPH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where CDPH PHI or PI is contained shall be escorted and CDPH PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** CDPH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

Exhibit D
HIPAA Business Associate Addendum

- D. *Removal of Data.*** CDPH PHI or PI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. *Faxing.*** Faxes containing CDPH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. *Mailing.*** Mailings of CDPH PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of CDPH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

Exhibit F, A01

Security Requirements, Protections, and Confidentiality Checklist

Site Name: _____ Site Number: _____

The Contractor shall complete and return this checklist with the signed copy of the contract agreement. To complete this checklist, the authorized agency administrator or representative attests by checking the boxes adjacent to the statement and signing this checklist that the ADAP Enrollment Site meets, and shall continue to meet throughout the life of the contract (July 1, 2016 – June 30, 2020), the requirements as identified in the Scope of Work which includes those identified below:

1.	The Contractor has reviewed and attests that the contracting agency or organization meets the requirements as written in the “Nondiscrimination Clause (OCP-1)” STD 17A form and has a process in place to deal with discrimination complaints.	
2.	The Contractor can ensure the administrative, physical and technical safeguards of protected health information as required in the CDPH HIPAA BAA 6-16, HIPAA Business Associate Addendum.	
2.a.	<i>Breaches of confidential client information must be immediately reported to CDPH/OA/ADAP. In the space below, please identify the process (and individual/s) your agency or organization has in place to report breaches of ADAP clients’ protected health or personal information.</i>	
3.	The ADAP Notice of Privacy Practices is posted in an area at the ADAP Enrollment Site that is accessible and visible to ADAP applicants/clients.	
4.	The Contractor has internet access and scanning and uploading capabilities to allow for the creation of electronic ADAP client files within the designated ADAP’s Enrollment Benefits Management secure web-based enrollment system.	
5.	The Contractor has desktop computers with internet access available for all site personnel (shared or individual) who will be performing ADAP enrollment services.	
6.	The Contractor has fax machine/s and scanner/s used to transmit and/or received ADAP client enrollment information/documentation located in a secure area at this ADAP Enrollment Site.	

All of the requirements listed above must be met in order to become an ADAP Enrollment Site.

Print Name of Authorized Agency Representative

Title

Signature

Date

Exhibit G

Plan for Transporting Confidential ADAP Client Files	
Enrollment Site Number:	Enrollment Site Contact:
Address of New Location (where client files are being transferred to): Enrollment Site Name: Current Enrollment Site Address: Enrollment Site Telephone Number: Enrollment Site Fax Number:	Date Client Files will be Transferred:
Please submit the completed Document Transfer Plan to your CDPH ADAP Advisor. Your advisor will contact you after the Document Transfer Plan has been reviewed/approved.	
Acknowledge ADAP Policy for Transferring Client Files: It is the policy of [Insert Name of Enrollment Site], ADAP, to ensure that any transfer of ADAP documentation will be safe, secured and implemented in accordance with CDPH ADAP confidentiality and security requirements for safeguarding the confidentiality of protected health information. ADAP Eligibility Workers (EWs) will implement reasonable and appropriate administrative, technical, and physical measures to safeguard protected health information from any intentional or unintentional use or disclosure that might violate County, State or Federal privacy regulations, Health and Safety Code, and in accordance with the ADAP Site Agreement for years 2016 – 2020, Exhibit D, HIPAA Business Associate Addendum and Exhibit G, Plan for Transporting Confidential ADAP Client Files.	
Why are client files being transferred? <input type="checkbox"/> Relocation of the ADAP Enrollment Site to a new office/location <input type="checkbox"/> Providing in-home client enrollment services when a client is unable to travel to the ADAP Enrollment Site <input type="checkbox"/> Relocating ADAP files to a new location for storage purposes <input type="checkbox"/> Closure of an ADAP Enrollment Site. Note: If files are being transferred for a reason not listed above, please contact your ADAP Advisor	
1. How many client files will be transferred?	

2. Describe the methods that will be used to secure client files when being transferred (e.g., locked container, by vehicle/trunk, no stops on way to new location, etc.)	
3. Which site staff person/s will supervise the security and transfer of client files as they are moved to the new location? Will a vendor be utilized? If so, please explain.	
4. Please describe where and how the client files will be stored at their new location.	
5. In this section, outline, step-by-step, the process that will be followed in the transferring of client files to their new location. Attach an additional page if necessary.	
_____	_____
SIGNATURE OF SITE CONTACT/AGENCY ADMINISTRATOR	DATE SIGNED

Additional Comments:

CCC 04/2017

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Darfur Contracting Act

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

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

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

OR

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

OR

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

CERTIFICATION

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 17, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister/Jim Henderson/Rhonda Mann

SUBJECT: HEATING, VENTILATION, AND AIR CONDITIONING UNIT FOR JUVENILE CENTER

SUMMARY:

Overview:

The Probation Department is requesting a new air conditioning unit since the current unit is old and cannot be repaired. The installation of the new 2 ton Air/Heating Unit will significantly help to cool the Juvenile Center Nurses Office Unit.

Recommendation:

- 1. Approve the purchase of a Air/Heating Unit to cool the at the Probation Department Nurses Unit; and**
- 2. Authorize the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required)**

Fiscal Impact:

The air conditioner is a fixed asset that requires board approval to purchase. The funds, totaling up to \$6,000 is requested to be transferred from the Building Maintenance Budget unit 925700 (account 82218000) to Capital Outlay 700000 (account 82420003).

BACKGROUND:

Currently, the Probation Department is relying on one unit to do the work that two units normally do. At this time, it is being recommended that the existing equipment be replaced because it is old and cannot be repaired.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

April 17, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister

SUBJECT: FISCAL YEAR 2018-2019 SENATE BILL 1 PROJECT LIST

SUMMARY:

Overview:

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, requires your Board to adopt a list of proposed projects by Resolution.

Recommendation:

Adopt a Resolution containing the projects planned to be constructed with Fiscal Year 2018-2019 Senate Bill 1 Funding.

Fiscal Impact:

There is no impact to the General Fund. SB 1 funds will be put into, and paid out of, the County Road Fund Budget Unit 311000.

BACKGROUND:

SB 1 became law in 2017. This is the second year that funding will be provided for much needed road maintenance. The project list from last year was heavy on sealing County roads, and this years' list consists of asphalt concrete overlays. We anticipate the FY 17-18 projects will be completed in the next several months and the FY 18-19 projects go to bid around this time next year.

There is currently an effort to repeal SB 1. California State Association of Counties staff has advised counties that funds dispersed to public agencies will not have to be returned if the repeal is successful. Our plan is to spend funds after they are collected, so there is no risk to either the General Fund or Road Fund. In the event the repeal is successful, much needed maintenance activities will be deferred and the condition of our roads will continue to decline.

Resolution has been reviewed and approved by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF ADOPTING THE
FY 18-19 LIST OF PROJECTS FUNDED
BY SB 1: THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017 /

RESOLUTION NO. _____

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Statutes of 2017, Chapter 5) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 creates the Road Maintenance and Rehabilitation Account (RMRA) and includes accountability and transparency provisions that will ensure the residents of Kings County are aware of the projects proposed for funding and which projects have been completed each fiscal year; and

WHEREAS, this is the second year in which the County is receiving RMRA funding and will enable the County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1 ; and

WHEREAS, Kings County will receive an estimated \$3.4 million in RMRA funding in Fiscal Year 2018-19; and

WHEREAS, the Kings County Board of Supervisors must adopt by resolution a list of all projects proposed to receive funding from the RMRA including a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS , the County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the County's priorities for transportation investment; and

WHEREAS, the RMRA funding will help the County maintain and rehabilitate 14.1 miles of road throughout the County this year; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant benefits statewide.

NOW, THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. That the Fiscal Year 2018-19 list of projects planned to be funded with Road Maintenance and Rehabilitation Account is shown on the attached list.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 24th of April 2018, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this 24th day of April, 2018

Clerk of said Board of Supervisors

Kings County FY 18-19 SB 1 Project List

Project Title	Project Type	Description	Location	Estimated Completion		Estimated Useful Life (yrs)	
				Pre-Con	Construction	Min	Max
10th Avenue	Road Maintenance & Rehabilitation	Hot Mix Asphalt Overlay over Paving Fabric	Whitley Ave to Nevada Ave	04/2019	07/2019	15	25
Flint Ave	Road Maintenance & Rehabilitation	Hot Mix Asphalt Overlay over Paving Fabric	11th Ave to SR 43	04/2019	07/2019	15	25
Grangeville Blvd	Road Maintenance & Rehabilitation	Hot Mix Asphalt Overlay over Paving Fabric	18th Ave to SR 41	04/2019	07/2019	15	25
Excelsior Ave	Road Maintenance & Rehabilitation	Hot Mix Asphalt Overlay over Paving Fabric	19th Ave to 22nd Ave	04/2019	07/2019	15	25
Kansas Ave	Road Maintenance & Rehabilitation	Hot Mix Asphalt Overlay over Paving Fabric	10 1/2 Ave to 12th Ave	04/2019	07/2019	15	25
Kansas Ave	Road Maintenance & Rehabilitation	Hot Mix Asphalt Overlay over Paving Fabric	14th Ave to 16th Ave	04/2019	07/2019	15	25
Houston Ave	Road Maintenance & Rehabilitation	Hot Mix Asphalt Overlay over Paving Fabric	11 th Ave to 12 th Ave	04/2019	07/2019	15	25
Fargo Ave	Road Maintenance & Rehabilitation	Hot Mix Asphalt Overlay over Paving Fabric	12 th Ave to 13 th Ave	04/2019	07/2019	15	25



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 17, 2018

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: GANG TASK FORCE VEHICLE PURCHASE

SUMMARY:

Overview:

Sheriff Robinson requests approval to purchase one (1) vehicle for the Gang Task Force.

Recommendation:

- 1) Approve the purchase of one (1) vehicle for the Gang Task Force; and
- 2) Authorize the Clerk of the Board to sign the Budget Appropriation and Transfer Form. (4/5 vote required)

Fiscal Impact:

There will be no net fiscal impact to the General Fund. The total cost, not to exceed \$20,000, will be transferred from the Gang Task Force (GTF) Local Asset Forfeiture funds into the Sheriff's Operations unit, 222000 to cover actual final costs of the vehicle. Due to fund regulations, the amount will not be transferred until after purchase, on a reimbursement basis.

BACKGROUND:

One (1) GTF vehicle is requested to be purchased as an undercover surveillance vehicle. The vehicle will be used for GTF, as well as for assisting the Narcotics Task Force (NTF). All ongoing fuel, maintenance, etc. will come from the Sheriff's motor pool budget. The GTF/NTF Board approved the use of GTF Local Asset Forfeiture funds for this purchase.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 17, 2018

SUBMITTED BY: Agriculture Department – Jimmy Hook

SUBJECT: INCREASED APPROPRIATIONS FOR THE AGRICULTURE DEPARTMENT

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer is requesting an increase in revenue and expenses due to increase in apportionment from the State. It is requested to use the increased funding on the pesticide program, and to also purchase 2 replacement All Terrain Vehicles (ATV's) for the Weed Management Program.

Recommendation:

Authorize the Clerk of the Board to sign the budget appropriation and transfer form for the purchase of 2 replacement All Terrain Vehicles and for enhancements to Department programs. (4/5 Vote required)

Fiscal Impact:

Expenditure will be offset by revenue received for Pesticide Regulatory Activities. Expenditures of \$20,000 will be added to the current FY 2017/18 budget unit 260000 in 82460000 (Fixed Assets) for the purchase of ATV's. Expenditures of \$65,000 will be added to the current FY 2017/2018 budget unit 260000 in 82210000 (Ag Services and Supplies) for Department programs.

BACKGROUND:

The California Department of Food and Agriculture (CDFA) annually disburses Unclaimed Gasoline Tax (UGT) revenue to County Agricultural Commissioners (CAC) for the purpose of off-setting a portion of the net county costs encountered by CAC's in the performance of their duties related to agricultural activities. In addition, CDFA appropriates funding to reimburse specific agricultural program functions and/or activities, at a specified amount.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

INCREASED APPROPRIATIONS FOR THE AGRICULTURE DEPARTMENT

April 17, 2018

Page 2 of 2

The Department of Pesticide Regulation annually disburses funds to the CAC's from the Pesticide Mill Tax (PMT). The portion of the PMT received each year is based on the volume of pesticides sold statewide and proportioned to each CAC based upon the expenditure from activities in the enforcement of pesticide regulations.

This fiscal year the Ag Commissioner will be receiving subventions in excess of the current budgeted amount. In order to more effectively manage the UGT apportionment to Kings County in FY 2018-2019, the department requests to expend \$85,000 before the end of FY 2017-2018. If the increases are not appropriated and used on enhancements to Ag related programs it could affect the amount received next year.

The amount of \$20,000 into Fixed Assets will be used to purchase replacement All Terrain Vehicles (ATV's) for Weed Management Program. The current ATV's are over 17 and 18 years old, and there are concerns about reliability. It is planned for the department to keep one to use as a spraying rig for some time. The other will be sold right away.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 17, 2018

SUBMITTED BY: County Counsel – Colleen Carlson/Juliana Gmur

SUBJECT: KINGS IN-HOME SUPPORTIVE SERVICE PUBLIC AUTHORITY
ORDINANCE

SUMMARY:

Overview:

The Kings County Code of Ordinances is amended to repeal Section 2-76, enact a new Section 2-76 and update Section 2-80, subdivision (a), and Section 2-86, all relating to the Kings In-Home Supportive Service Public Authority.

Recommendation:

Introduce and waive the first reading of the proposed changes to Chapter 2, Article 4, within the Code of Ordinances relating to the Kings In-Home Supportive Service Public Authority.

Fiscal Impact:

None.

BACKGROUND:

The proposed amendments to Chapter 2, Article 4, of the Kings County Code of Ordinances address issues affecting the Kings In-Home Supportive Service Public Authority (Public Authority). The placement of the Public Authority's administrative services within the Human Services Agency in 2017 brought issues to light requiring that the ordinances be amended. They are: 1) due to a small pool of potential appointees and in order to assure a quorum, the number of members of the advisory committee needs reduction from eleven members to seven; 2) since the training described in the ordinance is not the training that is required, the language is updated to state the specific training provided; and 3) the language barring County employees from working for the Public Authority must be stricken.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 17, 2018

SUBMITTED BY: Department of Finance – Rebecca Valenzuela / Anthony Loza

SUBJECT: AGREEMENTS TO PURCHASE TAX-DEFAULTED PROPERTIES UNDER
CHAPTER 8 SALE (CITY OF CORCORAN)

SUMMARY:

Overview:

The City of Corcoran is requesting to purchase from the County of Kings, tax defaulted properties identified as APN's 034-102-026-000 and 034-102-028-000 through a Chapter 8 agreement sale. The City of Corcoran is requesting to purchase these properties to preserve their liens on said properties. On behalf the County of Kings, the City of Corcoran has presented an Agreement to purchase each of the said properties pursuant to Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code.

Recommendation:

Approve the request from the City of Corcoran to purchase certain real properties identified as APN's 034-102-026-000 and 034-102-028-000 and authorize the Chairperson to sign the corresponding Agreements and related documents.

Fiscal Impact:

The offered purchase prices are based on the minimum bids set by your Board in December 2017 as follows:

- APN 034-102-026-000 - \$6,600, plus penalties, fees, interest and the cost of the sale
- APN 034-102-028-000 - \$2,300, plus penalties, fees, interest and the cost of the sale

BACKGROUND:

The City of Corcoran has complied with the purchase procedures pursuant to Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code. Your Board's authorization is required to move the approval process along to the State. Your consideration to approve the sales of the above referenced properties and authorize the Chairperson to sign the applicable Agreements is respectfully requested.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

APPLICATION TO PURCHASE TAX DEFAULTED PROPERTY

This application must be completed by an eligible purchasing entity to commence purchase of tax defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization:

City of Corcoran

2. Corporate Structure:

- Nonprofit Organization
 Public Agency

B. Purchasing Information

Is the parcel currently approved for a Chapter 7 tax sale?

- Yes No

The purchase is by: (only check one box)

- A taxing agency, revenue district or special district A nonprofit organization
 The State or County

The purpose of the purchase is: (only check one box)

- To preserve a lien
 For public purpose
 For low income housing Describe public purpose _____
 To preserve open space

C. Property Information

Provide the following information. (If more space is needed exhibits may be attached)

1. County where the parcel(s) is located:

Kings County

2. Assessor's Parcel Number (for each parcel):

034-102-026

D. Acknowledgement

Signature of the purchasing entity's authorized officer:

L B Meil

City Manager

1/10/18

Authorized Signature

Title

Date

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This Agreement is made this _____ day of _____, 2018, by and between the Kings County, State of California and the City of Corcoran, a municipal corporation, as a Taxing Agency ("**PURCHASER**"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in this agreement is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provisions of law.

It is mutually agreed as follows:

1. That as provided by the Revenue and Taxation Code Section 3800, the cost of giving notice of this agreement shall be paid by the **PURCHASER**, and
2. That the **PURCHASER** agrees to pay the sum of \$6,600.00.(Insert Minimum Bid per Authorization Report), plus any additional penalties, fees, interest, and sale costs associated with the sale of the real property described in **EXHIBIT A (EXHIBIT A is the property description)** within ten (10) days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to Purchaser.
3. That the **PURCHASER** agrees to use the parcel(s) for public purpose under the following intent:

Continuation of City of Corcoran's Community Development Block Grant housing programs for persons of low and moderate income.

That if said purchaser is a taxing agency as defined in Revenue and Taxation Code Section 121 or any other agency that receives its revenue share under the provisions of Division 1, Part 8, Chapter 3 of the Revenue and Taxation Code, it will not share in the distribution of the payment required by the Agreement as defined by sections 3791 and 3720 of the Revenue and Taxation Code.

If all or any portion of any individual parcel described in this agreement is redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that individual parcel.

The undersigned hereby agree to the terms and conditions of this agreement and are duly authorized to sign for said agencies.

This Document is being executed in counterpart each of which constitutes an original

ATTEST: City Clerk

CITY OF CORCORAN

Marlene Lopez (Purchaser)

By _____
Raymond Lerma, Mayor

(seal)

ATTEST: BOARD OF SUPERVISORS

Clerk of the Board of Supervisors

By KINGS COUNTY

By _____
Deputy

By _____
Richard Valle
Chairperson

(seal)

Pursuant to the provisions of Section 3795 of the Revenue and Taxation Code, the Controller approves the foregoing agreement this _____th day of _____, 2018.

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By _____

EXHIBIT A
(Property Description)

The subject real property is located at 24434 6 ¼ Avenue, within the City of Corcoran, Kings County, State of California (APN: 034-102-026-000), and is more particularly described as follows:

PARCEL 1:

The North of 45 feet of the South of 85 feet of Lot 1 in Block 2 of MATHENY SUBDIVISION according to Map thereof recorded in Book 4 at Page 42 of Licensed Surveyor Plats.

:

RESOLUTION 2918
BEFORE THE CITY COUNCIL OF THE
CITY OF CORCORAN IN THE MATTER OF ENTERING INTO A PURCHASE
AGREEMENT WITH THE COUNTY OF KINGS FOR THE REAL PROPERTY
APN NO. 034-102-026-000

WHEREAS, the City of Corcoran (“City”) operates a Housing Rehabilitation Loan Program (“HRLP” or “HLR program”) and First Time Homebuyer Loan Program (“FTHLP” or “FTHL program”), principally for persons of low and moderate income, under which the City issues loans to members of the public who reside within Corcoran;

WHEREAS, the City loans issued under the HRLP and FTHLP are secured by the homes which benefit from these funding assistance programs, and usually accrual of interest and the obligation to repay are deferred until a change of ownership, borrower default or similar occurrences;

WHEREAS, although original funding for the City loans issued under the HRLP and FTHLP came from a Community Development Block Grant (CDBG), the HRLP and FTHLP depend upon repayment, recovery and recycling of the borrowed funds in order to continue to operate these public programs in the future, for members of the public;

WHEREAS, the City has learned that the County of Kings has scheduled an impending and imminent sale of the tax-defaulted real property with APN No. 034-102-026-000, located at 24434 6 ¼ Avenue, Corcoran, California (“**subject property**”);

WHEREAS, the subject property is one of the real properties which has HRL or FTHL program funding invested in it and said program funding is secured by a recorded deed of trust in favor of the City;

WHEREAS, the City needs to and desires to recover the HRL and FTHL program funding, which is presently secured by the subject property, in order to continue to recycle said funding through these public assistance programs, for the benefit of the public residing within Corcoran;

WHEREAS, ownership of the entire subject property, in fee simple absolute, is required by the City for use of the property for a public purpose of including it in the inventory of the City’s FTHL program and offered to low and moderate income borrowers applying for assistance from the City’s FTHL program;

WHEREAS, on January 19, 2018, the County of Kings issued a notice suggesting that in order to redeem the subject property a payment of at least six thousand six hundred dollars and 0 cents (\$6,600.00) in taxes, plus any administrative cost and fees that may be required due to

accrual of additional property taxes and assessments as well as additional tax collector costs incurred in connection with the impending sale; and

WHEREAS, the City hereby authorizes its purchase of the subject property pursuant to Revenue and Taxation Code §§ 3695, 3695.4 and requests to purchase the subject property prior to the tax sale for the amount required by applicable law.


NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found the foregoing findings are true and correct and incorporated herein;
2. Directed that a certified copy of this resolution and application to purchase shall be filed with the Tax Collector and lodged with Board of Supervisors for the County of Kings;
3. Requests to purchase the subject property for the amount duly set by the Tax Collector in accordance with state law;
4. Agreed to enter into a written agreement with the County of Kings, which is hereby authorized to be attached hereto and incorporated herein upon execution by the parties thereto, to purchase the tax-defaulted property with APN No. 034-102-026-000 at the price required by Revenue and Taxation Code §§ 3695 and 3695.4 and in no event less than the minimum bid duly established by the Tax Collector in accordance with state law; and
5. Authorized the Mayor and City Manager to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

PASSED AND ADOPTED by the City Council of the City of Corcoran, at a regular meeting held on the 13th day of February, 2018, by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSTAIN:
ABSENT:

APPROVED: 
Raymond Lerma, Mayor

ATTEST: 
Marlene Lopez, City Clerk

CLERKS CERTIFICATE

City of Corcoran }
County of Kings } ss.
State of California }

I, Marlene Lopez, hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a regular meeting held on the 13th day of February, 2018, by the vote as set forth therein.

DATED:

ATTEST:



Marlene Lopez
City Clerk

[seal]

APPLICATION TO PURCHASE TAX DEFAULTED PROPERTY

This application must be completed by an eligible purchasing entity to commence purchase of tax defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization:

City of Corcoran

2. Corporate Structure:

- Nonprofit Organization
 Public Agency

B. Purchasing Information

Is the parcel currently approved for a Chapter 7 tax sale?

- Yes No

The purchase is by: (only check one box)

- A taxing agency, revenue district or special district A nonprofit organization
 The State or County

The purpose of the purchase is: (only check one box)

- To preserve a lien
 For public purpose
 For low income housing
 To preserve open space

Describe public purpose

C. Property Information

Provide the following information. (If more space is needed exhibits may be attached)

1. County where the parcel(s) is located:

Kings County

2. Assessor's Parcel Number (for each parcel):

034-102-028

D. Acknowledgement

Signature of the purchasing entity's authorized officer:



Authorized Signature

City Manager

Title

1/10/13

Date

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This Agreement is made this _____ day of _____, 2018, by and between the Kings County, State of California and the City of Corcoran, a municipal corporation, as a Taxing Agency ("**PURCHASER**"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in this agreement is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provisions of law.

It is mutually agreed as follows:

1. That as provided by the Revenue and Taxation Code Section 3800, the cost of giving notice of this agreement shall be paid by the **PURCHASER**, and
2. That the **PURCHASER** agrees to pay the sum of \$2,300.00.(Insert Minimum Bid per Authorization Report), plus any additional penalties, fees, interest, and sale costs associated with the sale of the real property described in **EXHIBIT A (EXHIBIT A is the property description)** within ten (10) days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to Purchaser.
3. That the **PURCHASER** agrees to use the parcel(s) for public purpose under the following intent:

Continuation of City of Corcoran's Community Development Block Grant housing programs for persons of low and moderate income.

That if said purchaser is a taxing agency as defined in Revenue and Taxation Code Section 121 or any other agency that receives its revenue share under the provisions of Division 1, Part 8, Chapter 3 of the Revenue and Taxation Code, it will not share in the distribution of the payment required by the Agreement as defined by sections 3791 and 3720 of the Revenue and Taxation Code.

If all or any portion of any individual parcel described in this agreement is redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that individual parcel.

The undersigned hereby agree to the terms and conditions of this agreement and are duly authorized to sign for said agencies.

This Document is being executed in counterpart each of which constitutes an original

ATTEST: City Clerk

CITY OF CORCORAN

Marlene Lopez (Purchaser)

By _____
Raymond Lerma, Mayor

(seal)

ATTEST: BOARD OF SUPERVISORS

Clerk of the Board of Supervisors

By KINGS COUNTY

By _____
Deputy

By _____
Richard Valle
Chairperson

(seal)

Pursuant to the provisions of Section 3795 of the Revenue and Taxation Code, the Controller approves the foregoing agreement this _____th day of _____, 2018.

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By _____

EXHIBIT A
(Property Description)

The subject real property is located at 24432 6 ¼ Avenue, within the City of Corcoran, Kings County, State of California (APN: 034-102-028-000), and is more particularly described as follows:

PARCEL 2:

The South 40 feet of Lot 1 in Block 2 of MATHENY SUBDIVISION
ACCORDING TO Map thereof recorded in Book 4, Page 42 of Licensed Surveyor
Plats.

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RESOLUTION 2919
BEFORE THE CITY COUNCIL OF THE
CITY OF CORCORAN IN THE MATTER OF ENTERING INTO A PURCHASE
AGREEMENT WITH THE COUNTY OF KINGS FOR THE REAL PROPERTY
APN NO. 034-102-028-000

WHEREAS, the City of Corcoran (“City”) operates a Housing Rehabilitation Loan Program (“HRLP” or “HLR program”) and First Time Homebuyer Loan Program (“FTHLP” or “FTHL program”), principally for persons of low and moderate income, under which the City issues loans to members of the public who reside within Corcoran;

WHEREAS, the City loans issued under the HRLP and FTHLP are secured by the homes which benefit from these funding assistance programs, and usually accrual of interest and the obligation to repay are deferred until a change of ownership, borrower default or similar occurrences;

WHEREAS, although original funding for the City loans issued under the HRLP and FTHLP came from a Community Development Block Grant (CDBG), the HRLP and FTHLP depend upon repayment, recovery and recycling of the borrowed funds in order to continue to operate these public programs in the future, for members of the public;

WHEREAS, the City has learned that the County of Kings has scheduled an impending and imminent sale of the tax-defaulted real property with APN No. 034-102-028-000, located at 24432 6 ¼ Avenue, Corcoran, California (“subject property”);

WHEREAS, the subject property is one of the real properties which has HRL or FTHL program funding invested in it and said program funding is secured by a recorded deed of trust in favor of the City;

WHEREAS, the City needs to and desires to recover the HRL and FTHL program funding, which is presently secured by the subject property, in order to continue to recycle said funding through these public assistance programs, for the benefit of the public residing within Corcoran;

WHEREAS, ownership of the entire subject property, in fee simple absolute, is required by the City for use of the property for a public purpose of including it in the inventory of the City’s FTHL program and offered to low and moderate income borrowers applying for assistance from the City’s FTHL program;

WHEREAS, on January 19, 2018, the County of Kings issued a notice suggesting that in order to redeem the subject property a payment of at least two thousand three hundred dollars and 0 cents (\$2,300.00) in taxes, plus any administrative cost and fees that may be required due to

accrual of additional property taxes and assessments as well as additional tax collector costs incurred in connection with the impending sale; and

WHEREAS, the City hereby authorizes its purchase of the subject property pursuant to Revenue and Taxation Code §§ 3695, 3695.4 and requests to purchase the subject property prior to the tax sale for the amount required by applicable law.

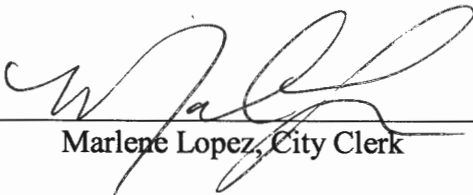
NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found the foregoing findings are true and correct and incorporated herein;
2. Directed that a certified copy of this resolution and application to purchase shall be filed with the Tax Collector and lodged with Board of Supervisors for the County of Kings;
3. Requests to purchase the subject property for the amount duly set by the Tax Collector in accordance with state law;
4. Agreed to enter into a written agreement with the County of Kings, which is hereby authorized to be attached hereto and incorporated herein upon execution by the parties thereto, to purchase the tax-defaulted property with APN No. 034-102-028-000 at the price required by Revenue and Taxation Code §§ 3695 and 3695.4 and in no event less than the minimum bid duly established by the Tax Collector in accordance with state law; and
5. Authorized the Mayor and City Manager to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

PASSED AND ADOPTED by the City Council of the City of Corcoran, at a regular meeting held on the 13th day of February, 2018, by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSTAIN:
ABSENT:

APPROVED: 
Raymond Lerma, Mayor

ATTEST: 
Marlene Lopez, City Clerk

CLERKS CERTIFICATE

City of Corcoran }
County of Kings } ss.
State of California }

I, Marlene Lopez, hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a regular meeting held on the 13th day of February, 2018, by the vote as set forth therein.

DATED:

ATTEST:



Marlene Lopez
City Clerk

[seal]



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 17, 2018

SUBMITTED BY: Department of Finance – Rebecca Valenzuela / Anthony Loza

SUBJECT: AGREEMENTS TO PURCHASE TAX-DEFAULTED PROPERTIES UNDER
CHAPTER 8 SALE (CITY OF CORCORAN-RE-SUBMIT)

SUMMARY:

Overview:

The City of Corcoran is requesting to purchase from the County of Kings, tax defaulted properties identified as APN's 032-251-021-000 and 034-112-004-000 through a Chapter 8 agreement sale. The City of Corcoran is requesting to purchase these properties to preserve their liens on said properties. On behalf of the County of Kings, the City of Corcoran has presented an Agreement to Purchase for each of the said properties pursuant to Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code.

Recommendation:

Approve the request from the City of Corcoran to purchase certain real properties identified as APN's 032-251-021-000 and 034-112-004-000 and authorize the Chairperson to sign the corresponding Agreements and related documents.

Fiscal Impact:

The offered purchase prices are based on the minimum bids set by your Board in January 2017 as follows:

- APN 032-251-021-000 - \$10,500, plus penalties, fees, interest and the cost of the sale
- APN 034-112-004-000 - \$18,050, plus penalties, fees, interest and the cost of the sale

BACKGROUND:

The City of Corcoran had previously presented an Agreement to purchase for each of the said properties to the Tax Collector, and your Board approved the request to purchase said properties on September 12, 2017. At that time, the Tax Collector forwarded the City of Corcoran's request to purchase these properties to the State Controller for final approval. Upon recommendation from the State Controller, the City of Corcoran was required to resubmit their purchase agreements and applicable documents due to some necessary modifications in the documents. The City of Corcoran has complied with this request and would like to move forward with the purchase of said properties. Your authorization is required to move the approval process along to the State.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

APPLICATION TO PURCHASE TAX DEFAULTED PROPERTY

This application must be completed by an eligible purchasing entity to commence purchase of tax defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization:

City of Corcoran

2. Corporate Structure:

Nonprofit Organization

Public Agency

B. Purchasing Information

Is the parcel currently approved for a Chapter 7 tax sale?

Yes No

The purchase is by: (only check one box)

A taxing agency, revenue district or special district

A nonprofit organization

The State or County

The purpose of the purchase is: (only check one box)

To preserve a lien

For public purpose

For low income housing

To preserve open space

Describe public purpose

C. Property Information

Provide the following information. (If more space is needed exhibits may be attached)

1. County where the parcel(s) is located:

Kings County

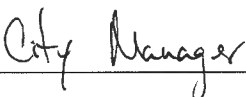
2. Assessor's Parcel Number (for each parcel):

034-112-004

D. Acknowledgement

Signature of the purchasing entity's authorized officer:





Authorized Signature

Title

Date 1-10-19

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This Agreement is made this ____ day of _____, 2018, by and between the Board of Supervisors of Kings County, State of California and the City of Corcoran, a municipal corporation, as a Taxing Agency ("**PURCHASER**"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in this agreement is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provisions of law.

It is mutually agreed as follows:

1. That as provided by the Revenue and Taxation Code Section 3800, the cost of giving notice of this agreement shall be paid by the PURCHASER, and
2. That the PURCHASER agrees to pay the sum of \$18,050.00. (Insert Minimum Bid per Authorization Report), plus any additional penalties, fees, interest, and sale costs associated with the sale of the real property described in **EXHIBIT A** (**EXHIBIT A** is the property description) within ten (10) days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to Purchaser.
3. That the PURCHASER agrees to use the parcel(s) for public purpose under the following intent:

Continuation of City of Corcoran's Community Development Block Grant housing programs for persons of low and moderate income.

That if said purchaser is a taxing agency as defined in Revenue and Taxation Code Section 121 or any other agency that receives its revenue share under the provisions of Division 1, Part 8, Chapter 3 of the Revenue and Taxation Code, it will not share in the distribution of the payment required by the Agreement as defined by sections 3791 and 3720 of the Revenue and Taxation Code.

If all or any portion of any individual parcel described in this agreement is redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that individual parcel.

The undersigned hereby agree to the terms and conditions of this agreement and are duly authorized to sign for said agencies.

This Document is being executed in counterpart each of which constitutes an original

ATTEST: City Clerk

CITY OF CORCORAN

Marlene Lopez (Purchaser)

By _____
Raymond Lerma, Mayor

(seal)

ATTEST: BOARD OF SUPERVISORS

Clerk of the Board of Supervisors

By KINGS COUNTY

By _____
Deputy

By _____
Richard Valle
Chairperson

(seal)

Pursuant to the provisions of Section 3795 of the Revenue and Taxation Code, the Controller approves the foregoing agreement this ____ day of _____, 2018

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By _____

EXHIBIT A
(Property Description)

The subject real property is located at 418 Benrus Avenue, within the City of Corcoran, Kings County, State of California (APN: 034-112-004-000), and is more particularly described as follows:

PARCEL 1:

THE EAST HALF OF THE NORTH HALF OF LOT 18 IN WESTVIEW SUBDIVISION, IN THE CITY OF CORCORAN, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF RECORDED IN BOOK 4, AT PAGE 50 OF LICENSED SURVEYOR PLATS.

PARCEL 2:

APPURTENANT EASEMENT FOR INGRESS AND EGRESS DESCRIBED IN DEED RECORDED DECEMBER 12, 2006 AS INSTRUMENT NO. 0636465.

**RESOLUTION 2917
BEFORE THE CITY COUNCIL OF THE
CITY OF CORCORAN IN THE MATTER OF ENTERING INTO A PURCHASE
AGREEMENT WITH THE COUNTY OF KINGS FOR THE REAL PROPERTY
APN NO. 034-112-004-000**

WHEREAS, the City of Corcoran (“City”) operates a Housing Rehabilitation Loan Program (“HRLP” or “HLR program”) and First Time Homebuyer Loan Program (“FTHLP” or “FTHL program”), principally for persons of low and moderate income, under which the City issues loans to members of the public who reside within Corcoran;

WHEREAS, the City loans issued under the HRLP and FTHLP are secured by the homes which benefit from these funding assistance programs, and usually accrual of interest and the obligation to repay are deferred until a change of ownership, borrower default or similar occurrences;

WHEREAS, although original funding for the City loans issued under the HRLP and FTHLP came from a Community Development Block Grant (CDBG), the HRLP and FTHLP depend upon repayment, recovery and recycling of the borrowed funds in order to continue to operate these public programs in the future, for members of the public;

WHEREAS, the City has learned that the County of Kings has scheduled an impending and imminent sale of the tax-defaulted real property with APN No. 034-112-004-000, located at 418 Benrus Avenue, Corcoran, California (“subject property”);

WHEREAS, the subject property is one of the real properties which has HRL or FTHL program funding invested in it and said program funding is secured by a recorded deed of trust in favor of the City;

WHEREAS, the City needs to and desires to recover the HRL and FTHL program funding, which is presently secured by the subject property, in order to continue to recycle said funding through these public assistance programs, for the benefit of the public residing within Corcoran;

WHEREAS, ownership of the entire subject property, in fee simple absolute, is required by the City for use of the property for a public purpose of including it in the inventory of the City’s FTHL program and offered to low and moderate income borrowers applying for assistance from the City’s FTHL program;

WHEREAS, last year on January 15, 2016, the County of Kings issued a notice suggesting that in order to redeem the subject property a payment of at least twelve thousand eight hundred ten dollars and thirty-one cents (\$12,810.31) in taxes, costs and fees was required

as of March 2, 2016 and the amount required for redemption is now (\$18,050.00) due to accrual of additional property taxes and assessments as well as additional tax collector costs incurred in connection with the impending sale; and

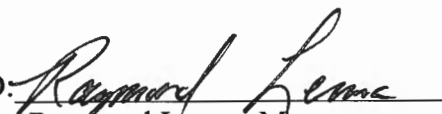
WHEREAS, the City hereby authorizes its purchase of the subject property pursuant to Revenue and Taxation Code §§ 3695, 3695.4 and requests to purchase the subject property prior to the tax sale for the amount required by applicable law.

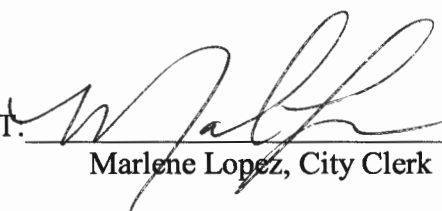
NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found the foregoing findings are true and correct and incorporated herein;
2. Directed that a certified copy of this resolution and application to purchase shall be filed with the Tax Collector and lodged with Board of Supervisors for the County of Kings;
3. Requests to purchase the subject property for the amount duly set by the Tax Collector in accordance with state law;
4. Agreed to enter into a written agreement with the County of Kings, which is hereby authorized to be attached hereto and incorporated herein upon execution by the parties thereto, to purchase the tax-defaulted property with APN No. 034-112-004-000 at the price required by Revenue and Taxation Code §§ 3695 and 3695.4 and in no event less than the minimum bid duly established by the Tax Collector in accordance with state law; and
5. Authorized the Mayor and City Manager to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

PASSED AND ADOPTED by the City Council of the City of Corcoran, at a regular meeting held on the 13th day of February, 2018, by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSTAIN:
ABSENT:

APPROVED: 
Raymond Lerma, Mayor

ATTEST: 
Marlene Lopez, City Clerk

CLERKS CERTIFICATE

City of Corcoran }
County of Kings } ss.
State of California }

I, Marlene Lopez, hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a regular meeting held on the 13th day of February, 2018, by the vote as set forth therein.

DATED:

ATTEST:



Marlene Lopez
City Clerk

[seal]

APPLICATION TO PURCHASE TAX DEFAULTED PROPERTY

This application must be completed by an eligible purchasing entity to commence purchase of tax defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization:

City of Corcoran

2. Corporate Structure:

Nonprofit Organization

Public Agency

B. Purchasing Information

Is the parcel currently approved for a Chapter 7 tax sale?

Yes No

The purchase is by: (only check one box)

A taxing agency, revenue district or special district

A nonprofit organization

The State or County

The purpose of the purchase is: (only check one box)

To preserve a lien

For public purpose

For low income housing

To preserve open space

Describe public purpose _____

C. Property Information

Provide the following information. (If more space is needed exhibits may be attached)

1. County where the parcel(s) is located:

Kings County

2. Assessor's Parcel Number (for each parcel):

032-251-021

D. Acknowledgement

Signature of the purchasing entity's authorized officer:



City Manager

1-10-18

Authorized Signature

Title

Date

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This Agreement is made this day of, 201, by and between the Board of Supervisors of Kings County, State of California and the City of Corcoran, a municipal corporation, as a Taxing Agency ("PURCHASER"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in this agreement is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provisions of law.

It is mutually agreed as follows:

1. That as provided by the Revenue and Taxation Code Section 3800, the cost of giving notice of this agreement shall be paid by the PURCHASER, and
2. That the PURCHASER agrees to pay the sum of \$10,500.00.(Insert Minimum Bid per Authorization Report), plus any additional penalties, fees, interest, and sale costs associated with the sale of the real property described in **EXHIBIT A** (**EXHIBIT A** is the property description) within ten (10) days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to Purchaser.
3. That the PURCHASER agrees to use the parcel(s) for public purpose under the following intent:

Continuation of City of Corcoran's Community Development Block Grant housing programs for persons of low and moderate income.

That if said purchaser is a taxing agency as defined in Revenue and Taxation Code Section 121 or any other agency that receives its revenue share under the provisions of Division 1, Part 8, Chapter 3 of the Revenue and Taxation Code, it will not share in the distribution of the payment required by the Agreement as defined by sections 3791 and 3720 of the Revenue and Taxation Code.

If all or any portion of any individual parcel described in this agreement is redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that individual parcel.

EXHIBIT A
(Property Description)

The subject real property is located at 1630 Brewer Avenue, within the City of Corcoran, Kings County, State of California (APN: 032-251-021), and is more particularly described as follows:

PARCEL 1:

PARCEL 3 OF PARCEL MAP RECORDED 6-13-97 IN VOLUME 14 AT PAGE 82 OF PARCEL MAPS. BEING SITUATED IN THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 21 SOUTH, RANGE 22 EAST, MT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA. .

.

The undersigned hereby agree to the terms and conditions of this agreement and are duly authorized to sign for said agencies.

This Document is being executed in counterpart each of which constitutes an original

ATTEST: City Clerk

CITY OF CORCORAN

Marlene Lopez (Purchaser)

By _____
Raymond Lerma, Mayor

(seal)

ATTEST: BOARD OF SUPERVISORS

Clerk of the Board of Supervisors

By KINGS COUNTY

By _____
Deputy

By _____
Richard Valle
Chairperson

(seal)

Pursuant to the provisions of Section 3795 of the Revenue and Taxation Code, the Controller approves the foregoing agreement this ____ day of _____, 2018

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By _____

**RESOLUTION 2916
BEFORE THE CITY COUNCIL OF THE
CITY OF CORCORAN IN THE MATTER OF ENTERING INTO A PURCHASE
AGREEMENT WITH THE COUNTY OF KINGS FOR THE REAL PROPERTY
APN NO. 032-251-021-000**

WHEREAS, the City of Corcoran (“City”) operates a Housing Rehabilitation Loan Program (“HRLP” or “HLR program”) and First Time Homebuyer Loan Program (“FTHLP” or “FTHL program”), principally for persons of low and moderate income, under which the City issues loans to members of the public who reside within Corcoran;

WHEREAS, the City loans issued under the HRLP and FTHLP are secured by the homes which benefit from these funding assistance programs, and usually accrual of interest and the obligation to repay are deferred until a change of ownership, borrower default or similar occurrences;

WHEREAS, although original funding for the City loans issued under the HRLP and FTHLP came from a Community Development Block Grant (CDBG), the HRLP and FTHLP depend upon repayment, recovery and recycling of the borrowed funds in order to continue to operate these public programs in the future, for members of the public;

WHEREAS, the City has learned that the County of Kings has scheduled an impending and imminent sale of the tax-defaulted real property with APN No. 032-251-021-000, located at 1630 Brewer Avenue, Corcoran, California (“subject property”);

WHEREAS, the subject property is one of the real properties which has HRL or FTHL program funding invested in it and said program funding is secured by a recorded deed of trust in favor of the City;

WHEREAS, the City needs to and desires to recover the HRL and FTHL program funding, which is presently secured by the subject property, in order to continue to recycle said funding through these public assistance programs, for the benefit of the public residing within Corcoran;

WHEREAS, ownership of the entire subject property, in fee simple absolute, is required by the City for use of the property for a public purpose of including it in the inventory of the City’s FTHL program and offered to low and moderate income borrowers applying for assistance from the City’s FTHL program;

WHEREAS, last year on January 15, 2016, the County of Kings issued a notice suggesting that in order to redeem the subject property a payment of Ten thousand five hundred

CLERKS CERTIFICATE

City of Corcoran }
County of Kings } ss.
State of California }

I, Marlene Lopez, hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a regular meeting held on the 13th day of February, 2018, by the vote as set forth therein.

DATED:

ATTEST:



Marlene Lopez
City Clerk

[seal]



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 17, 2018

SUBMITTED BY: Department of Finance – Rebecca Valenzuela / Anthony Loza

SUBJECT: AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTIES UNDER
CHAPTER 8 SALE (SELF HELP)

SUMMARY:

Overview:

Self Help Enterprises is requesting to purchase from the County of Kings, tax defaulted properties identified as APN's 011-100-065-000, 011-100-066-000 and 040-234-006-000 through a Chapter 8 agreement sale. Self Help Enterprises would like to purchase the parcels for the purpose of either rehabilitating and selling, or constructing and selling the residential dwellings to low income households in Kings County. On behalf of the County of Kings, Self Help Enterprises has presented an Agreement to Purchase for each of the said properties pursuant to Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code.

Recommendation:

Approve the request from Self Help Enterprises to purchase certain real properties identified as APN's 011-100-065-000, 011-100-066-000 and 040-234-006-000 and authorize the Chairperson to sign the corresponding Agreements and related documents.

Fiscal Impact:

The offered purchase prices are based on the minimum bids set by your Board in December 2014 as follows:

- APN 011-100-065-000 - \$4,000, plus penalties, fees, interest and the cost of the sale
- APN 011-100-066-000 - \$3,100, plus penalties, fees, interest and the cost of the sale

The offered purchase price below is based on the minimum bid set by your Board in December 2017:

- APN 040-234-006-000 - \$2,850, plus penalties, fees, interest and the cost of the sale

BACKGROUND:

Self Help Enterprises has complied with the purchase procedures pursuant to Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code. Your authorization is required to move the approval process along to the State. Your consideration to approve the sales of the above referenced properties and authorize the Chairperson to sign the applicable Agreements is respectfully requested.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This agreement made on this ____ day of _____, _____, by and between the Board of Supervisors of Kings County, State of California, and Self-Help Enterprises ("PURCHASER"), pursuant to the provisions of Division 1, Part 6, Chapter 8, or the Revenue and Taxation Code.

The county ("SELLER"), subject to the State Controller's approval, does hereby agree to sell to the nonprofit corporation ("PURCHASER") that real property described in Exhibit "A" of this agreement, which was tax-defaulted for nonpayment of taxes and is now subject to the tax collector's power of sale.

Payment Conditions:

PURCHASER agrees to pay the sum of \$4,000 for the real property described in Exhibit "A", plus all costs and expenses of sale proceedings and title transfer, within 10 business days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property PURCHASER.

It is mutually agreed as follows:

- 1) That each parcel purchased under this agreement shall be used for projects involving rehabilitation or construction of housing for sale or rent to low-income persons or to preserve open space. A detailed list of the intended use for each parcel is included in Exhibit "B".
- 2) That the intended use of each parcel involving a low-income housing project has been reviewed by the appropriate county housing agency and determined, in writing, to be consistent and in compliance with the local jurisdictions consolidated plan or community development plan.
- 3) That the PURCHASER is currently incorporated in the State of California and that its most current Articles of incorporation filed with the Secretary of State and include a statement of purpose as specified in subdivision (b) of section 3772.5 of the Revenue and Taxation Code.

List any additional conditions of the agreement the board of supervisors may impose here

If all or any portion of any individual parcel described in this agreement is redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that individual parcel.

In witness to this agreement, BUYER and SELLER have subscribed the signature of their officers, who are duly authorized to complete such document.

If more than one executed copy is required, add the following statement above the signature block:

This document is being executed in counterpart, each of which constitutes an original

ATTEST:

BOARD OF SUPERVISORS:

By _____

Chair

Self-Help Enterprises

A California Corporation

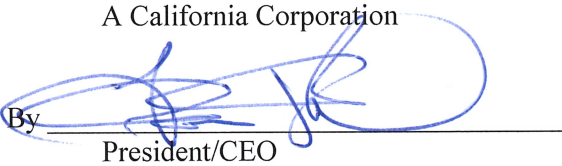
By


Secretary

Self-Help Enterprises

A California Corporation

By


President/CEO

Pursuant to the provisions of Revenue and Taxation Code section 3775, the Controller agrees to the selling price herein before set forth and, pursuant to the provisions of section 3795, approves the foregoing agreement this ____ day of _____, _____.

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By, _____

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION

Assessor's Parcel Number Legal Description:	Default Date	Default Number
011-100-065-000	06/30/2009	735

PARCEL A OF PARKSIDE ESTATES NO.2, COUNTY TRACT NO.185-2, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 6 AT PAGE 39 OF LICENSED SUVEYOR PLATS. SUBJECT TO MINERAL RESERVATIONS OF RECORD.

EXHIBIT "B"
LIST OF TAX-DEFAULTED PROPERTIES

APN	Site Address	Description	Purchase Price	Public Purpose
011-100-065-000	Parkside Avenue Hanford	Park Area Pool Parkside Estates #2	\$4,000*	Low-Income Housing

*plus all costs and expenses of sale proceedings and title transfer

APPLICATION TO PURCHASE TAX-DEFAULTED PROPERTY FROM THE COUNTY OF KINGS

This application is to be completed by eligible purchasing entities to commence purchase of tax-defaulted property by Agreement Sale from the County of Kings under applicable provision of California Revenue and Taxation Code. Please complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization: Self-Help Enterprises

2. Corporate Structure – check the appropriate box below and provide corresponding information:

Nonprofit – provide Articles of Incorporation

Public Agency – provide mission statement (and agency survey map if Redevelopment Agency)

B. Purchasing Information

Determine which category the parcel falls under and then check the appropriate box as it relates to the purchasing entity's corporate structure and the intended use of the parcel.

Category A: Parcel is currently scheduled for a Chapter 7 tax sale

No Purchase – State/County/Taxing Agency registering objection to preserve lien only

Purchase by State/County/Taxing Agency/Revenue District/Redevelopment Agency/ Special District to preserve its lien

Purchase by State/County/Taxing Agency/Revenue District/Redevelopment Agency/Special District for public purpose

Purchase by nonprofit for low-income housing or to preserve open space

Category B: Parcel is not currently scheduled for a Chapter 7 tax sale

Purchase by State/County/Taxing Agency/Revenue District/Redevelopment Agency/Special District for public purpose

Purchase by nonprofit to use parcel(s) for low-income housing or to preserve open space

C. Property Detail

Provide the following information. If more space is needed for any of the criteria, consolidate into a separate document (Exhibit) and attach accordingly:

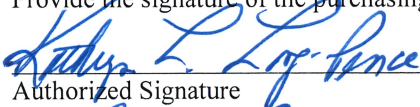

1. Property is located in Kings County, State of California

2. List each parcel by Assessor's Parcel Number, Default Date, Default Number, Purchase Price and full Legal Description:
APN:011-100-065-000; Default Date: 6/30/2009; Default No. 735; \$4,000 (plus all costs and expenses of sale proceedings and title transfer);; Legal Description: PARCEL A OF PARKSIDE ESTATES NO.2, COUNTY TRACT NO.185-2, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 6 AT PAGE 39 OF LICENSED SUVEYOR PLATS. SUBJECT TO MINERAL RESERVATIONS OF RECORD.

3. State the purpose and intended use for each parcel: Purchase, repair and resale to low-income households.

D. Acknowledgement Detail

Provide the signature of the purchasing entity's authorized officer

	<u>CFO/Secretary</u>	<u>2/28/18</u>
Authorized Signature	Title	Date
	<u>Program Director/Asst. Secretary</u>	<u>2/28/18</u>
Authorized Signature	Title	Date



RESOLUTION 2018 – 09
SIGNATURE AUTHORITY FOR REAL ESTATE TRANSACTION

WHEREAS Self-Help Enterprises, hereinafter referred to as “SHE,” is a nonprofit corporate entity established under the laws of California as a 501(c)3 and empowered to own property, borrow money, and give security for loans; and

WHEREAS SHE wishes to purchase from the County of Kings tax default properties for the purpose of providing decent, safe and affordable housing opportunities for low-income households within Kings County.

NOW, THEREFORE BE IT RESOLVED THAT SHE is hereby authorized to purchase the following property for the purpose of either rehabilitating and selling or constructing and selling a residential dwelling to a low-income person or family.

APN 011-100-065-000 – PARCEL A OF PARKSIDE ESTATES NO.2, COUNTY TRACT NO.185-2, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 6 AT PAGE 39 OF LICENSED SUVEYOR PLATS. SUBJECT TO MINERAL RESERVATIONS OF RECORD.

Commonly known as Parkside Estate #2 Park area – Pool, Hanford, CA

FURTHER RESOLVED that the President, Secretary and Assistant Secretaries are hereby authorized to execute notes, deeds of trust, deeds, and any other documents or instruments required to buy and sell land and other real property in accordance with the purposes of SHE as stated in the Articles of Incorporation and By-Laws. Any one person in Category B must sign with any one person in Category A.

Category A

Elizabeth McGovern Garcia, Asst. Secretary
(AKA: Betsy McGovern-Garcia)
Susan Long, Asst. Secretary
Paul Boyer, Asst. Secretary
Ricky J. Gonzales, Asst. Secretary

Category B

Thomas J. Collishaw, President
Kathryn Long-Pence, Secretary
Ethan Dutton, Asst. Secretary

The above resolution was adopted at a regular meeting of the Board of Directors on February 27, 2018.

The undersigned does hereby attest and certify that the foregoing is a true and full copy of a resolution which has not been altered, amended or repealed.

2/28/18
Date

Kathryn L. Long-Pence
Kathryn L. Long-Pence, Secretary

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This agreement made on this ____ day of _____, _____, by and between the Board of Supervisors of Kings County, State of California, and Self-Help Enterprises ("PURCHASER"), pursuant to the provisions of Division 1, Part 6, Chapter 8, or the Revenue and Taxation Code.

The county ("SELLER"), subject to the State Controller's approval, does hereby agree to sell to the nonprofit corporation ("PURCHASER") that real property described in Exhibit "A" of this agreement, which was tax-defaulted for nonpayment of taxes and is now subject to the tax collector's power of sale.

Payment Conditions:

PURCHASER agrees to pay the sum of \$3,100 for the real property described in Exhibit "A", plus all costs and expenses of sale proceedings and title transfer, within 10 business days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property PURCHASER.

It is mutually agreed as follows:

- 1) That each parcel purchased under this agreement shall be used for projects involving rehabilitation or construction of housing for sale or rent to low-income persons or to preserve open space. A detailed list of the intended use for each parcel is included in Exhibit "B".
- 2) That the intended use of each parcel involving a low-income housing project has been reviewed by the appropriate county housing agency and determined, in writing, to be consistent and in compliance with the local jurisdictions consolidated plan or community development plan.
- 3) That the PURCHASER is currently incorporated in the State of California and that its most current Articles of incorporation filed with the Secretary of State and include a statement of purpose as specified in subdivision (b) of section 3772.5 of the Revenue and Taxation Code.

List any additional conditions of the agreement the board of supervisors may impose here

If all or any portion of any individual parcel described in this agreement is redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that individual parcel.

In witness to this agreement, BUYER and SELLER have subscribed the signature of their officers, who are duly authorized to complete such document.

If more than one executed copy is required, add the following statement above the signature block:

This document is being executed in counterpart, each of which constitutes an original

ATTEST:

BOARD OF SUPERVISORS:

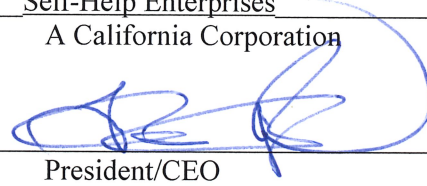
By _____

Chair

Self-Help Enterprises
A California Corporation

Self-Help Enterprises
A California Corporation

By 
Secretary

By 
President/CEO

Pursuant to the provisions of Revenue and Taxation Code section 3775, the Controller agrees to the selling price herein before set forth and, pursuant to the provisions of section 3795, approves the foregoing agreement this ____ day of _____, _____.

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By, _____

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION

Assessor's Parcel Number	Default Date	Default Number
--------------------------	--------------	----------------

011-100-066-000 FORMERLY 018-381-010-000	06/30/2009	736
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ALL THAT REALPROPERTY SITUATED IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 3, TOWNSHIP19 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 416.34 FEET, THENCE WEST A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH A DISTANCE OF 35.58 FEET, THENCE SOUTHWESTLY ON A 165 FEET RADIUS CURVE TO THE RIGHT, TANGENT TO THE PRECEDING COURSE A DISTANCE OF 49.42 FEET; THENCENORTH 72° 50' 15" WEST A DISTANCE OF 96.97 FEET; THENCENORTH A DISTANCE OF 56.65 FEET, THENCE EAST A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING. BEING ALSO KNOWN AS LOT 36 OF PARKSIDE ESTATES NO.2 COUNTY TRACT NO. 185-2, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 6 AT PAGE 39 OF LICENSED SURVEYOR PLATS. SUBJECT TO MINERAL RESERVATIONS OF RECORD, RECORDED DECEMBER 15, 1960 IN BOOK 770 AT PAGE 522 OF OFFICAL RECORDS AS DOCUMENT NO. 13457.

EXHIBIT "B"
LIST OF TAX-DEFAULTED PROPERTIES

APN	Site Address	Description	Purchase Price	Public Purpose
011-100-066-000	Parkside Avenue Hanford	Lot 36 Parkside Estates #2	\$3,100*	Low-Income Housing

*plus all costs and expenses of sale proceedings and title transfer

**APPLICATION TO PURCHASE TAX-DEFAULTED PROPERTY FROM THE
COUNTY OF KINGS**

This application is to be completed by eligible purchasing entities to commence purchase of tax-defaulted property by Agreement Sale from the County of Kings under applicable provision of California Revenue and Taxation Code. Please complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization: Self-Help Enterprises
2. Corporate Structure – check the appropriate box below and provide corresponding information:
 Nonprofit – provide Articles of Incorporation
Public Agency – provide mission statement (and agency survey map if Redevelopment Agency)

B. Purchasing Information

Determine which category the parcel falls under and then check the appropriate box as it relates to the purchasing entity's corporate structure and the intended use of the parcel.

Category A: Parcel is currently scheduled for a Chapter 7 tax sale

- No Purchase – State/County/Taxing Agency registering objection to preserve lien only
- Purchase by State/County/Taxing Agency/Revenue District/Redevelopment Agency/ Special District to preserve its lien
- Purchase by State/County/Taxing Agency/Revenue District/Redevelopment Agency/Special District for public purpose
- Purchase by nonprofit for low-income housing or to preserve open space

Category B: Parcel is not currently scheduled for a Chapter 7 tax sale

- Purchase by State/County/Taxing Agency/Revenue District/Redevelopment Agency/Special District for public purpose
- Purchase by nonprofit to use parcel(s) for low-income housing or to preserve open space


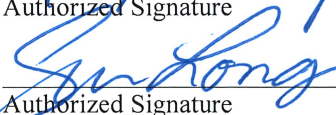
C. Property Detail

Provide the following information. If more space is needed for any of the criteria, consolidate into a separate document (Exhibit) and attach accordingly:

1. Property is located in Kings County, State of California
2. List each parcel by Assessor's Parcel Number, Default Date, Default Number, Purchase Price and full Legal Description: **APN:011-100-066-000; Default Date: 6/30/2009; Default No. 736; \$3,100 (plus all costs and expenses of sale proceedings and title transfer); Legal Description: Attached.**
3. State the purpose and intended use for each parcel: **Purchase, repair and resale to low-income households.**

D. Acknowledgement Detail

Provide the signature of the purchasing entity's authorized officer

 Authorized Signature	<u>CFO/Secretary</u> Title	<u>2/28/18</u> Date
 Authorized Signature	<u>Program Director/Asst. Secretary</u> Title	<u>2/28/18</u> Date



RESOLUTION 2018 – 10
SIGNATURE AUTHORITY FOR REAL ESTATE TRANSACTION

WHEREAS Self-Help Enterprises, hereinafter referred to as “SHE,” is a nonprofit corporate entity established under the laws of California as a 501(c)3 and empowered to own property, borrow money, and give security for loans; and

WHEREAS SHE wishes to purchase from the County of Kings tax default properties for the purpose of providing decent, safe and affordable housing opportunities for low-income households within Kings County.

NOW, THEREFORE BE IT RESOLVED THAT SHE is hereby authorized to purchase the following property for the purpose of either rehabilitating and selling or constructing and selling a residential dwelling to a low-income person or family.

APN 011-100-066-000 – ALL THAT REALPROPERTY SITUATED IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 416.34 FEET, THENCE WEST A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH A DISTANCE OF 35.58 FEET, THENCE SOUTHWESTLY ON A 165 FEET RADIUS CURVE TO THE RIGHT, TANGENT TO THE PRECEDING COURSE A DISTANCE OF 49.42 FEET; THENCE NORTH 72° 50' 15" WEST A DISTANCE OF 96.97 FEET; THENCE NORTH A DISTANCE OF 56.65 FEET, THENCE EAST A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING. BEING ALSO KNOWN AS LOT 36 OF PARKSIDE ESTATES NO. 2 COUNTY TRACT NO. 185-2, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 6 AT PAGE 39 OF LICENSED SURVEYOR PLATS. SUBJECT TO MINERAL RESERVATIONS OF RECORD, RECORDED DECEMBER 15, 1960 IN BOOK 770 AT PAGE 522 OF OFFICIAL RECORDS AS DOCUMENT NO. 13457.

Commonly known as Lot 36 of Parkside Estates #2 Hanford, CA

FURTHER RESOLVED that the President, Secretary and Assistant Secretaries are hereby authorized to execute notes, deeds of trust, deeds, and any other documents or instruments required to buy and sell land and other real property in accordance with the purposes of SHE as

stated in the Articles of Incorporation and By-Laws. Any one person in Category B must sign with any one person in Category A.

Category A

Elizabeth McGovern Garcia, Asst. Secretary
(AKA: Betsy McGovern-Garcia)
Susan Long, Asst. Secretary
Paul Boyer, Asst. Secretary
Ricky J. Gonzales, Asst. Secretary

Category B

Thomas J. Collishaw, President
Kathryn Long-Pence, Secretary
Ethan Dutton, Asst. Secretary

The above resolution was adopted at a regular meeting of the Board of Directors on February 27, 2018.

The undersigned does hereby attest and certify that the foregoing is a true and full copy of a resolution which has not been altered, amended or repealed.

2/28/18
Date

Kathryn L. Long-Pence
Kathryn L. Long-Pence, Secretary

**APPLICATION TO PURCHASE TAX-DEFAULTED PROPERTY FROM THE
COUNTY OF KINGS**

This application is to be completed by eligible purchasing entities to commence purchase of tax-defaulted property by Agreement Sale from the County of Kings under applicable provision of California Revenue and Taxation Code. Please complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization: Self-Help Enterprises
2. Corporate Structure – check the appropriate box below and provide corresponding information:
- Nonprofit – provide Articles of Incorporation
- Public Agency – provide mission statement (and agency survey map if Redevelopment Agency)

B. Purchasing Information

Determine which category the parcel falls under and then check the appropriate box as it relates to the purchasing entity's corporate structure and the intended use of the parcel.

Category A: Parcel is currently scheduled for a Chapter 7 tax sale

- No Purchase – State/County/Taxing Agency registering objection to preserve lien only
- Purchase by State/County/Taxing Agency/Revenue District/Redevelopment Agency/ Special District to preserve its lien
- Purchase by State/County/Taxing Agency/Revenue District/Redevelopment Agency/Special District for public purpose
- Purchase by nonprofit for low-income housing or to preserve open space

Category B: Parcel is not currently scheduled for a Chapter 7 tax sale

- Purchase by State/County/Taxing Agency/Revenue District/Redevelopment Agency/Special District for public purpose
- Purchase by nonprofit to use parcel(s) for low-income housing or to preserve open space

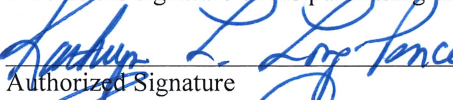

C. Property Detail

Provide the following information. If more space is needed for any of the criteria, consolidate into a separate document (Exhibit) and attach accordingly:

1. Property is located in Kings County, State of California
2. List each parcel by Assessor's Parcel Number, Default Date, Default Number, Purchase Price and full Legal Description:
APN:040-234-006-000; Default Date: 06/29/2012; Default No.: 824; \$2,850 (plus all costs and expenses of sale proceedings and title transfer); THE EASTERLY SIXTY-FOUR (64) FEET OF THE NORTH ONE-HALF OF LOT 138 OF AVENAL HEIGHT ADDITION ACCORDING TO MAP THEREOF, RECORDS OF KINGS COUNTY CALIFORNIA. ALSO DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 138, THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 64 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT, 135 FEET TO A POINT; THENCE EAST PARALLEL WITH THE NORTH LINE, 43 FEET TO A POINT; THENCE NORTHEASTERLY, ALONG THE EAST LINE OF SAID LOT 136.62 FEET TO THE POINT OF BEGINNING.

D. Acknowledgement Detail

Provide the signature of the purchasing entity's authorized officer

	<u>CFO/Secretary</u>	<u>2/28/18</u>
Authorized Signature	Title	Date
	<u>Program Director/Asst. Secretary</u>	<u>2/28/18</u>
Authorized Signature	Title	Date

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This agreement made on this ____ day of _____, _____, by and between the Board of Supervisors of Kings County, State of California, and Self-Help Enterprises ("PURCHASER"), pursuant to the provisions of Division 1, Part 6, Chapter 8, or the Revenue and Taxation Code.

The county ("SELLER"), subject to the State Controller's approval, does hereby agree to sell to the nonprofit corporation ("PURCHASER") that real property described in Exhibit "A" of this agreement, which was tax-defaulted for nonpayment of taxes and is now subject to the tax collector's power of sale.

Payment Conditions:

PURCHASER agrees to pay the sum of \$2,850, for the real property described in Exhibit "A", plus all costs and expenses of sale proceedings and title transfer, within 10 business days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property PURCHASER.

It is mutually agreed as follows:

- 1) That each parcel purchased under this agreement shall be used for projects involving rehabilitation or construction of housing for sale or rent to low-income persons or to preserve open space. A detailed list of the intended use for each parcel is included in Exhibit "B".
- 2) That the intended use of each parcel involving a low-income housing project has been reviewed by the appropriate county housing agency and determined, in writing, to be consistent and in compliance with the local jurisdictions consolidated plan or community development plan.
- 3) That the PURCHASER is currently incorporated in the State of California and that its most current Articles of incorporation filed with the Secretary of State and include a statement of purpose as specified in subdivision (b) of section 3772.5 of the Revenue and Taxation Code.

List any additional conditions of the agreement the board of supervisors may impose here

If all or any portion of any individual parcel described in this agreement is redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that individual parcel.

In witness to this agreement, BUYER and SELLER have subscribed the signature of their officers, who are duly authorized to complete such document.

If more than one executed copy is required, add the following statement above the signature block:

This document is being executed in counterpart, each of which constitutes an original

ATTEST:

BOARD OF SUPERVISORS:

By _____

Chair

Self-Help Enterprises

A California Corporation

Self-Help Enterprises

A California Corporation

By *Kathryn L. Loggance*

Secretary

By *[Signature]*

President/CEO

Pursuant to the provisions of Revenue and Taxation Code section 3775, the Controller agrees to the selling price herein before set forth and, pursuant to the provisions of section 3795, approves the foregoing agreement this ____ day of _____, _____.

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By, _____

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION

Assessor's Parcel Number <u>Legal Description:</u>	Default Date	Default Number
011-100-065-000	06/30/2009	735

PARCEL A OF PARKSIDE ESTATES NO.2, COUNTY TRACT NO.185-2, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 6 AT PAGE 39 OF LICENSED SUVEYOR PLATS. SUBJECT TO MINERAL RESERVATIONS OF RECORD.

EXHIBIT "B"
LIST OF TAX-DEFAULTED PROPERTIES

APN	Situs Address	Description	Purchase Price	Public Purpose
040-234-006-000	936 E. Whitney Street Avenal	Avenal Height Add't portion of Lot 138	\$2,850*	Low-Income Housing

*plus all costs and expenses of sale proceedings and title transfer



RESOLUTION 2018 – 05
SIGNATURE AUTHORITY FOR REAL ESTATE TRANSACTION

WHEREAS Self-Help Enterprises, hereinafter referred to as “SHE,” is a nonprofit corporate entity established under the laws of California as a 501(c)3 and empowered to own property, borrow money, and give security for loans; and

WHEREAS SHE wishes to purchase from the County of Kings tax default properties for the purpose of providing decent, safe and affordable housing opportunities for low-income households within Kings County.

NOW, THEREFORE BE IT RESOLVED THAT SHE is hereby authorized to purchase the following property for the purpose of either rehabilitating and selling or constructing and selling a residential dwelling to a low-income person or family.

APN 040-234-006-000 –THE EASTERLY SIXTY-FOUR (64) FEET OF THE NORTH ONE-HALF OF LOT 138 OF AVENAL HEIGHT ADDITION ACCORDING TO MAP THEREOF, RECORDS OF KINGS COUNTY CALIFORNIA.

ALSO DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 138, THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 64 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT, 135 FEET TO A POINT; THENCE EAST PARALLEL WITH THE NORTH LINE, 43 FEET TO A POINT; THENCE NORTHEASTERLY, ALONG THE EAST LINE OF SAID LOT 136.62 FEET TO THE POINT OF BEGINNING. Commonly known as 936 E Whitney Street, Avenal, CA

FURTHER RESOLVED that the President, Secretary and Assistant Secretaries are hereby authorized to execute notes, deeds of trust, deeds, and any other documents or instruments required to buy and sell land and other real property in accordance with the purposes of SHE as stated in the Articles of Incorporation and By-Laws. Any one person in Category B must sign with any one person in Category A.

Category A

Elizabeth McGovern Garcia, Asst. Secretary
(AKA: Betsy McGovern-Garcia)
Susan Long, Asst. Secretary
Paul Boyer, Asst. Secretary
Ricky J. Gonzales, Asst. Secretary

Category B

Thomas J. Collishaw, President
Kathryn Long-Pence, Secretary
Ethan Dutton, Asst. Secretary

The above resolution was adopted at a regular meeting of the Board of Directors on February 27, 2018.

The undersigned does hereby attest and certify that the foregoing is a true and full copy of a resolution which has not been altered, amended or repealed.

2/28/18
Date

Kathryn L. Long-Pence
Kathryn L. Long-Pence, Secretary



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

April 17, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister / Dominic Tyburski
SUBJECT: KINGS COUNTY HIGHWAY SAFETY IMPROVEMENT PROGRAM
PROJECTS – VARIOUS LOCATIONS

SUMMARY:

Overview:

In September of 2015 the Board awarded the design contract for two Highway Safety Improvement Program (HSIP) projects to QK (formerly known as Quad Knopf). The HSIP funding was the result of two separate applications submitted by County Public Works to secure funding for the purpose of addressing roadway safety challenges within the county. The two projects were combined into one for the purpose of design and construction in order to maximize the public benefit. The project components or countermeasures were selected based on accident data and cost benefit ratios as determined by the HSIP program eligibility guidelines.

Recommendation:

Approve the Plans and Specifications and authorize the Public Works Department to advertise the Kings County Highway Safety Improvement Program project.

Fiscal Impact:

This project will not impact the General Fund as it is programmed through the Federal Highway Administration (FHWA) Highway Safety Improvement Program (HSIP). The HSIP allocation is \$1,115,900 of which 88.53% is paid by FHWA with 11.53% paid by the County Road Fund as shown in the approved FY 2017/18 Budget Unit 311000, Account 8222135.

BACKGROUND:

The HSIP is a core Federal-aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads with a focus on performance. The first project includes the installation of right turn lanes and acceleration lanes on the Avenal Cutoff Road. The second includes the installation of right turn lanes and flashing beacons at the intersections of 18th Avenue at both Idaho and Jackson Avenues, Houston Avenue at both 9th and 2nd Avenues, and Kansas Avenue at 10-1/2 Avenue.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 17, 2018

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski
SUBJECT: INTERMITTENT NO PARKING ZONE ON PORTIONS OF JACKSON AVENUE AND 18TH AVENUE

SUMMARY:

Overview:

The Public Works Department, along with many other County Departments, has been working with the Kelly Slater Wave Company (KSWCo.) and the World Surf League to help facilitate the upcoming public event to be held at 18556 Jackson Avenue on May 5 and May 6, 2018. In order to ensure that emergency response vehicle ingress and egress routes are maintained and free of obstruction, KSWCo. has requested intermittent no parking zones on portions of both sides of Jackson and 18th Avenues. The no parking zones are only planned to be utilized during six to eight weekend events per year. Prior to installing the signs, KSWCo. will notify Kings County Public Works, Kings County Sheriff, and the California Highway Patrol.

Recommendation:

Authorize the intermittent installation of No Parking signs on both sides of Jackson Avenue from 18th Avenue to 4,025 feet west of 18th Avenue and on both sides of 18th Avenue from Jackson Avenue to 2,250 feet north of Jackson Avenue to maintain emergency response vehicle ingress and egress routes during public events at Kelly Slater Wave Company.

Fiscal Impact:

This project will not impact the General Fund or County Road Fund as signage will be erected and removed by the Kelly Slater Wave Company before and after scheduled weekend events.

BACKGROUND:

Section 23-34 of the Kings County Code of Ordinance states that the Board of Supervisors shall, from time to time by its minute order, provide for parking regulations on said streets, highways, roads, alleys and lanes, and

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

INTERMITTENT NO PARKING ZONE ON PORTIONS OF JACKSON AVENUE AND 18TH AVENUE

April 17, 2018

Page 2 of 2

shall cause said streets, highways, roads, alleys and lanes to appropriately be marked in accordance therewith. This action will allow a “No Parking Zone” on Jackson Avenue and 18th Avenue as requested by KSWCo. on the attached request and map.



April 5th, 2018

Mr. Dominic Tyburski
Kings County Public Works Department
1400 W. Lacy Blvd.
Hanford, CA, 93230

Mr. Tyburski,

The Kelly Slater Wave Company would like to formally request approval to place enforceable "No Parking" signs along both sides of 18th Avenue north of Jackson Avenue, and along both sides of Jackson Avenue west of 18th Avenue, 1,000-feet from the Surf Ranch driveway entrances, during the Surf Ranch, Founders Cup event on May 5th and 6th. The request is being made to ensure emergency response vehicle ingress and egress routes are maintained and free of obstruction, and mitigate potential of slow moving vehicles and pedestrian conflicts during the event.

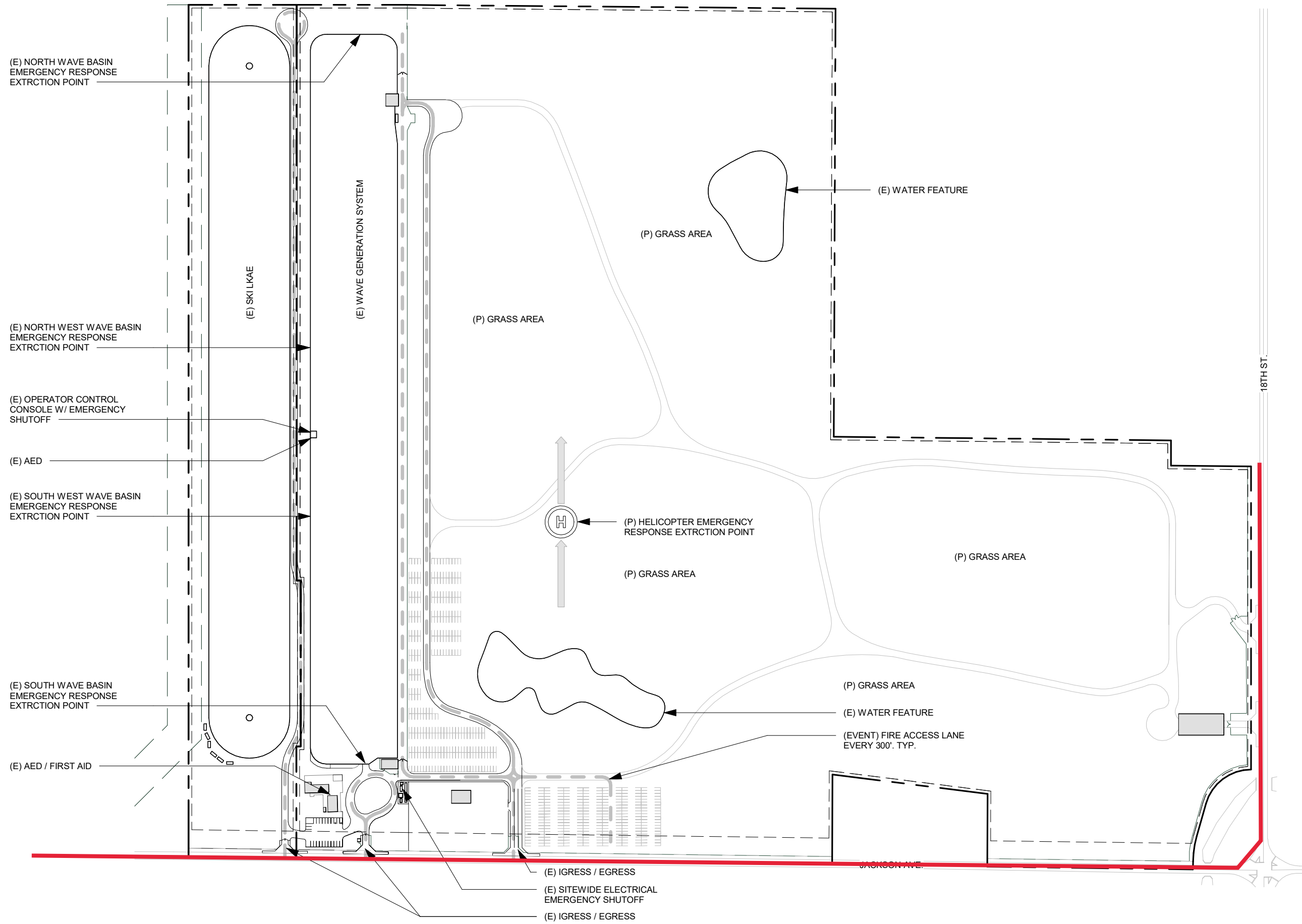
Regards,

A handwritten signature in black ink, appearing to read "Bryan Behr".

Bryan Behr

Project Manager
Kelly Slater Wave Company

Attachment – Emergency Response Plan with Proposed No Parking Areas



— No Parking

GENERAL NOTES:

1. FIRE EXTINGUISHER TO BE LOCATED ADJACENT TO ENTRIES OF ALL STRUCTURES
2. FIRE EXTINGUISHER SEPERATIONS PER OSHA STANDARDS.

STATUS: FOR APPROVAL			
PROJECT NAME: SURF RANCH	PROJECT NUMBER: 2.X		
TITLE: EMERGENCY RESPONSE PLAN			
DRAWING NUMBER: A104	SCALE: 1" = 300'-0"	REV:	
SHEET NO:	DATE: 2/8/18	DRAWN: KSWAVECO	CHECKED: KSWAVECO



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 17, 2018

SUBMITTED BY: Administration – Rebecca Campbell/Sande Huddleston

SUBJECT: HEALTH INSURANCE RENEWAL FOR FY 2018-2019

SUMMARY:

Overview:

The County's employee self-insured Health Insurance Plan is scheduled to renew on July 1, 2018. The Health Insurance Advisory Committee has met over several months with our broker/consultants, Gallagher Benefit Services, to review plan experience and explore options to modify the plan administration and benefits. The Committee's recommendations are presented below.

Recommendation:

Approve the 2018/2019 Health Insurance renewal rate with a 0% increase. Included in the 2018/2019 renewal is a continuation of the Wellness Program, with a \$50 incentive to be paid to eligible employees and their dependents (over age 18) who participate in the blood draw.

Fiscal Impact:

There will be no fiscal impact for the employees' or the County's contribution.

BACKGROUND:

Pursuant to Labor Agreements over the last three years, the overall increases resulted in the employee contribution being entirely offset by utilizing excess reserves. Your Board will recall the County agreed to use up to \$500,000 over three fiscal years, starting in 2014/15. The amount contributed from reserves in the three fiscal years totaled \$500,000. This will end the obligation of the County to utilize any portion of reserves, but is an ongoing obligation of the County to assume these reserve contributions as part of the County's share of future contributions.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

HEALTH INSURANCE RENEWAL FOR FY 2018/2019

April 17, 2018

Page 2 of 2

The County's Health Insurance Plan has been self-funded for the past thirteen fiscal years. Each year the Health Insurance Advisory Committee, comprised of representatives from each bargaining unit plus unrepresented management, meets with the County's Broker and staff to review claims experience and recommend any necessary changes to the plan to the Board of Supervisors. These meetings constitute the meet and confer process for this benefit.

Based primarily on claims coming in under projection, administrative costs and projected trend increases for next year, there is a 0% projected increase for 2018/2019. The Committee voted at a meeting held on _____ to recommend the renewal of the Kings County Health Insurance Plan with no changes to the current plan, and to approve the attached premium matrix.

Conclusion

The attached matrix shows the current and proposed plan totals and costs by plan level and bargaining unit. This matrix also shows the cost for retirees who may participate in the plan but pay the full cost. Costs for the Waste Management Authority employees, Kings In-Home Supportive Services Public Authority, Kings Area Rural Transit and Kings County Association of Governments are also reflected as they are also participants in the County's plan but those costs are not borne by the County.

The attached matrix shows a -1.49% decrease due to the fact that \$242,689 was contributed from the Health Insurance Reserves in Fiscal Year 2017/2018 to cover the employee's increase, however, there is no decrease for 2018/2019, it is a flat rate and no reserves are needed to cover an increase.

County of Kings
Rate Matrix Effective July 1, 2018

		Current 2017/18 Plan Year					Renewal 2018/19 Plan Year					
EMPLOYEE CLASS		Employee Share	Reserve Contribution	Employee Total	Employer Share	Total	Employee Share	Reserve Contribution	Employee Total	Employer Share	Total	
MGMT 1	21	0.00	0.00	0.00	596.12	596.12	0.00	0.00	0.00	596.12	596.12	
MGMT 2	53	0.00	0.00	0.00	1085.36	1,085.36	0.00	0.00	0.00	1085.36	1,085.36	
MGMT 3+	113	0.00	0.00	0.00	1633.14	1,633.14	0.00	0.00	0.00	1633.14	1,633.14	
SUPERVISORS 1	16	164.06	12.30	177.20	418.92	596.12	164.06	0.00	164.06	418.92	596.12	
SUPERVISORS 2	19	298.74	22.30	322.68	762.68	1,085.36	298.74	0.00	298.74	762.68	1,085.36	
SUPERVISORS 3+	30	449.56	33.56	485.56	1147.58	1,633.14	449.56	0.00	449.56	1147.58	1,633.14	
PROS 1	8	17.72	12.30	30.86	565.26	596.12	17.72	0.00	17.72	565.26	596.12	
PROS 2	5	32.26	22.30	56.20	1029.16	1,085.36	32.26	0.00	32.26	1029.16	1,085.36	
PROS 3+	5	48.56	33.56	84.56	1548.58	1,633.14	48.56	0.00	48.56	1548.58	1,633.14	
SHERIFF/DPO 1	41	164.06	12.30	177.20	418.92	596.12	164.06	0.00	164.06	418.92	596.12	
SHERIFF/DPO 2	18	298.74	22.30	322.68	762.68	1,085.36	298.74	0.00	298.74	762.68	1,085.36	
SHERIFF/DPO 3+	52	449.56	33.56	485.56	1147.58	1,633.14	449.56	0.00	449.56	1147.58	1,633.14	
FIRE 1	9	164.06	12.30	177.20	418.92	596.12	164.06	0.00	164.06	418.92	596.12	
FIRE 2	7	298.74	22.30	322.68	762.68	1,085.36	298.74	0.00	298.74	762.68	1,085.36	
FIRE 3+	35	449.56	33.56	485.56	1147.58	1,633.14	449.56	0.00	449.56	1147.58	1,633.14	
GENERAL 1	298	164.06	12.30	177.20	418.92	596.12	164.06	0.00	164.06	418.92	596.12	
GENERAL 2	130	298.74	22.30	322.68	762.68	1,085.36	298.74	0.00	298.74	762.68	1,085.36	
GENERAL 3+	120	449.56	33.56	485.56	1147.58	1,633.14	449.56	0.00	449.56	1147.58	1,633.14	
DET DEP 1	60	164.06	12.30	177.20	418.92	596.12	164.06	0.00	164.06	418.92	596.12	
DET DEP 2	23	298.74	22.30	322.68	762.68	1,085.36	298.74	0.00	298.74	762.68	1,085.36	
DET DEP 3+	36	449.56	33.56	485.56	1147.58	1,633.14	449.56	0.00	449.56	1147.58	1,633.14	
BLUE COLLAR 1	13	164.06	12.30	177.20	418.92	596.12	164.06	0.00	164.06	418.92	596.12	
BLUE COLLAR 2	14	298.74	22.30	322.68	762.68	1,085.36	298.74	0.00	298.74	762.68	1,085.36	
BLUE COLLAR 3+	18	449.56	33.56	485.56	1147.48	1,633.04	449.56	0.00	449.56	1147.48	1,633.04	
KCWMA 1	10	196.04	0.00	196.04	400.08	596.12	196.04	0.00	196.04	400.08	596.12	
KCWMA 2	6	368.68	0.00	368.68	716.68	1,085.36	368.68	0.00	368.68	716.68	1,085.36	
KCWMA 3+	3	564.12	0.00	564.12	1069.02	1,633.04	564.12	0.00	564.12	1068.92	1,633.04	
Ret/COBRA 1	52	596.12	0.00	596.12	0.00	596.12	596.12	0.00	596.12	0.00	596.12	
Ret/COBRA 2	20	1085.36	0.00	1085.36	0.00	1,085.36	1085.36	0.00	1085.36	0.00	1,085.36	
Ret/COBRA 3+	7	1633.14	0.00	1633.14	0.00	1,633.14	1633.14	0.00	1633.14	0.00	1,633.14	
All Others 1	17	205.04	0.00	205.04	391.08	596.12	205.04	0.00	205.04	391.08	596.12	
All Others 2	10	373.30	0.00	373.30	712.06	1,085.36	373.30	0.00	373.30	712.06	1,085.36	
All Others 3+	8	561.70	0.00	561.70	1071.44	1,633.14	561.70	0.00	561.70	1071.44	1,633.14	
Dental/Vision(for Military Only)												
Employee Only	1	13.14	0.00	13.14	27.96	41.10	13.14	0.00	13.14	27.96	41.10	
Employee + 1	9	24.70	0.00	24.70	52.50	77.20	24.70	0.00	24.70	52.50	77.20	
Family	7	38.84	0.00	38.84	82.58	121.42	38.84	0.00	38.84	82.58	121.42	
TOTALS (adjusted for current enrollment)	1294	4,179,816	242,689	4,439,909	11,818,352	16,240,857	4,179,816	0	4,179,816	11,818,348	15,998,165	
		16,240,857					15,998,165			-1.49%		
Total County of Kings Contribution							\$11,818,352	Total County of Kings Contribution				
										\$11,818,348		



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 17, 2018

SUBMITTED BY: Administration – Rebecca Campbell
Public Works Department – Kevin McAlister

SUBJECT: STUDY SESSION – GOVERNMENT CENTER SOLAR PROJECTS

SUMMARY:

Overview:

ENGIE is recommending the installation of solar panels mounted on shade structures at various parking lots at the Government Center and the Road Yard and Fleet Management. This project involves a power purchase agreement and is proposed that 1,065.6 kWdc capacity at the Government Center and a 129.6 kWdc capacity at the Kings County Road Yard and Fleet Management be installed after review by a third party.

Recommendation:

Study Session – Information Only

Fiscal Impact:

These solar projects for the recommended Option 1 at the various locations will cost approximately \$9.8 million, and will save approximately \$2.9 million over the 30-year life of the project.

BACKGROUND:

ENGIE Services U.S. (formally Opterra Energy Services and Chevron Energy Solutions) is the largest independent electricity producer in the world, and the third largest retail electricity supplier in the United States. With more than 150,000 employees worldwide, ENGIE generates over 80 billion in annual revenue. The County has completed three (3) successful projects at the Government Center with these firms– a \$3.0 million microturbine co-generation project in 2005, a \$8.5 million central heating and cooling plant upgrade in 2009, and a \$5.7 million solar project in 2011.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

STUDY SESSION – GOVERNMENT CENTER SOLAR PROJECTS

April 17, 2018

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Recently, the County was notified by Southern California Edison that the County will no longer be able to participate in the Base Interruptible Program (BIP) program. That will be a loss of approximately \$100,000 in energy savings annually for the County. The County was notified by PG&E about an approximate \$80,000 reduction to its Franchise Fee payments. Administration and Public Works have worked together to find alternative solutions for energy savings and met with ENGIE to evaluate solar options through a Power Purchase Agreement (PPA).

A PPA is a financial agreement where a developer arranges for the design, permitting, financing and installation of a solar energy system on a customer's property. The developer sells the power generated to the host customer at a fixed rate that is typically lower than the local utility's retail rate. This lower electricity price serves to offset the customer's purchase of electricity from the grid while the developer receives the income from these sales of electricity as well as any tax credits and other incentives generated from the system. PPAs typically range from 10 to 30 years and the developer remains responsible for the operation and maintenance of the system for the duration of the agreement. At the end of the PPA contract term, a customer may be able to extend the PPA, have the developer remove the system or choose to buy the solar energy system from the developer.

The solar storage system being proposed today includes benefits that include: cost savings from reduced demand charges, a secured solar investment with improved performance, avoidable unfavorable tariff rates and bills, and also includes a 20 year warranty. Other benefits include the following:

- ENGIE Services guarantees 85% of the energy savings
- Avoid over 20% of the electricity spent at these facilities
- Provides a 250 kW Energy storage system to reduce peak hour charges
- Provide shade for cars
- Solar projects maintained by ENGIE Services
- Hedge against rising energy costs
- Stimulate local economy and provide local jobs
- Establish County as a renewable energy leader
- Substantial environmental benefits equivalent to removing 300 cars off the road annually

Staff requested a third party review of the energy savings calculations, and Vanir Construction Management will complete the analysis. Staff asked ENGIE to present their solar proposal to the Board so that you may provide direction to staff if there is interest in implementing the solar project.