



# 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 November 3, 2015

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

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

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

- I 8:30 AM** **YOUTH IN COUNTY GOVERNMENT DAY**  
Student/Department Head Orientation
- II 9:00 AM** **CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**INVOCATION – Tim Howard - Koinonia Church**  
**PLEDGE OF ALLEGIANCE**
- III 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.*
- IV 9:15 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: October 27, 2015**
- B. Agriculture Department:**  
Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for the County's Light Brown Apple Moth Detection Trapping Program.
- C. County Counsel:**
1. Consider appointing nominees and qualified persons to the Melga Water District, El Rico Reclamation District No. 1618, South Central Reclamation District No. 2125, Delta Lands Reclamation District No. 770, Homeland Reclamation District No. 780, Tulare Lake Reclamation District No. 749 and Lovelace Reclamation District No. 739.
  2. Consider appointing three Directors of the Lakeside Irrigation Water District.

**CONSENT CALENDAR, CONT.**

**D. Health Department:**

1. Consider authorizing the Chairman to sign the student placement Agreement with Arizona State University to gain experience working with the Health Department's Women, Infants and Children Supplemental Nutrition Program.
2. Consider authorizing the Chairman to sign the professional nursing clinical education affiliation Agreement for community sites with Western Governors University for the students to gain clinical experience in the area of Community and/or Public Health Nursing.
3. Consider authorizing the Chairman to sign the Agreement with Fresno-Kings-Madera Regional Health Authority (CalViva) to define respective responsibilities and ensure coordination of services.

**E. Public Works:**

1. Consider accepting the final map for the Tract 898 Phase 2 subdivision and authorizing the Clerk of the Board to sign the acceptance on the map.
2. Consider approving plans and specifications for an ADA complaint restroom at Burris Park, authorizing the Public Works Department to advertise for construction of the facility and approving the award of informal bid to the pre-cast restroom facility to Structure Cast in amount of \$93,900.

**V**

**REGULAR AGENDA ITEMS**

**9:20 AM A. Health Department– Keith Winkler/Scott Waite**

Report on actions taken by First 5 Kings County Children and Families Commission at its October 13, 2015 meeting.

**9:25 AM B. Community Development Agency- Greg Gatzka**

1. Monthly report of the Planning Commission's action taken at their November 2, 2015 meeting.
2. Consider directing staff to prepare and submit a Sustainable Groundwater Grant for the purposes of assisting local GSA Plan Development by authorizing the Community Development Agency Director to enter into a contract with Blais & Associates for professional grant writing management in the amount not to exceed \$7,800 and CDA staff to submit the Sustainable Groundwater Grant application on behalf of the County.

**9:30 AM C. Fire/Office of Emergency Management- Bill Lynch/Michelle Speer**

1. Consider:
  - a. Adopting the Resolution approving the Kings County Emergency Water Distribution Plan.
  - b. Authoring the Kings County Office of Emergency Management (OEM) to submit an application for CDAA funds to administer a tank program in Kings County.
  - c. Authorizing the County Administrative Officer, County Fire Chief and Emergency Services Coordinator to be designated as authorized signatories for other related CDAA and program related documents.
  - d. Authorize the Chairman to sign the Memorandum of Understanding with Self-Help Enterprises (SHE) for administration of the Emergency Water Distribution Plan upon State approval.
2. Consider adopting a Resolution accepting the 2015 Kings County Emergency Operations Plan and authorizing the Chairman to execute the letter of promulgation included within the Emergency Operations Plan.

**9:35 AM D. Administration- Larry Spikes/Deb West**

1. Consider adopting Ordinance 520.16, the Master Fee Ordinance, including the master fee schedule effective January 4, 2016.
2. Consider authorizing the Chairman to sign the proposed amendment to the Master Services Agreement with Medcor, Inc.
3. Consider approving the proposed Joint Exercise Agreement creating the San Joaquin Valley Water Infrastructure Authority.
4. Consider adopting a Resolution to adopt comprehensive Health Insurance Portability and Accountability Act (HIPAA) policies, appoint privacy officers and disband the standing HIPAA Committee.
5. Consider making one appointment to the Kings County Museum Advisory Committee.

**VI 9:45 AM E. STUDY SESSION**

**Administration – Larry Spikes**

Corcoran High School students will discuss the update of the County’s Capitol display.

**VII 9:50 AM F. 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

**Recess until 11:00 a.m.**

**VIII 11:00 AM G. PUBLIC HEARING**

**Administration – Larry Spikes**

**California Public Finance Authority – Caitlin Lanctot**

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for the Pacific Rim Preservation, LP.

**11:00 AM H. PUBLIC HEARING**

**Administration – Larry Spikes**

**California Public Finance Authority – Caitlin Lanctot**

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for E. Boyd Manor Preservation, LP.

**11:00 AM I. PUBLIC HEARING**

**Administration – Larry Spikes**

**California Public Finance Authority – Caitlin Lanctot**

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for Maple Park Apartments Preservation, LP.

**IX J. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, November 10, 2015, at 9:00 a.m.

**X 11:00 AM K. CALIFORNIA PUBLIC FINANCE AUTHORITY- CANCELLED**

**FUTURE MEETINGS AND EVENTS**

November 10	9:00 AM	Regular Meeting
November 17	9:00 AM	Regular Meeting
November 17	11:00 AM	California Public Finance Authority Regular Meeting
November 18	6:00 PM	City/County Coordinating meeting – Avenal hosting at Avenal Recreation Center
November 24	9:00 AM	Regular meeting
November 24	1:30 PM	Housing Authority Regular Meeting
November 24	2:00 PM	In-Home Supportive Services Public Authority Regular Meeting
December 1-4	--	California State Association of Counties (CSAC) Annual Meeting in Monterey, CA
December 1	--	Regular Meeting Cancelled/ Board members participating in CSAC Annual 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* October 27, 2015

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

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

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**I B 1**

### CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Stan Plooy – Lakeside Community Church

PLEDGE OF ALLEGIANCE

ALL MEMBERS PRESENT

Colleen Carlson, County Counsel stated that on Friday, October 23, 2015 a matter arose after the agenda was posted and distributed that requires immediate attention. Upon a motion and approval by 2/3rds of the Board, the Board will add the following item to the closed session portion of the agenda:

Conference with legal counsel – anticipated litigation.

Exposure to and possible initiation of litigation (Government Code section 54956.9(b)(3)(E) and (c). One potential case.

**ACTION: DECLARE URGENCY EXISTS TO ADD ITEM TO AGENDA (JN/DV/RV/CP/RF-Aye)**

**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. None*

**III B 3**

### SERVICE AWARDS – Chairman

Presentation of 2015 Service Awards to celebrate the dedicated service of our Agricultural Extension, Behavioral Health, Board of Supervisors, County Counsel, Human Services and Library employees have provided to Kings County.

**INFORMATION ONLY- NOA**

**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: October 20, 2015**

**B. Behavioral Health:**

Consider approving the amended Bylaws of the Kings County Behavioral Health Advisory Board.

**C. Health Department:**

Consider authorizing the Chairman to sign the Clinical Supervision Agreement with Mario Lopez, LCSW and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required) [Agmt 15-093]**

**D. Sheriff's Office:**

1. Consider authorizing the Chairman to sign an Agreement with Hewitson Farms, successor in interest to Chevron U.S.A. Inc., for the communications vault Lease of Flat Top Mountain.

**[Lease Agmt 264]**

2. Consider approving a payment of \$6,027 to the U.S. Marshals Service for the purchase of a seized vehicle for the use of the Kings County Narcotics Task Force and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**

**ACTION: APPROVED CONSENT CALENDAR AS PRESENTED (JN/CP/RV/DV/RF-Aye)**

**V**

**REGULAR AGENDA ITEMS**

**B 5**

**A. Health Department- Keith Winkler/Jeff Taber**

Consider adopting a Resolution authorizing the Director of Public Health to sign a State Farm grant application and execute all necessary Agreements to secure the grant funds for Kings County subject to County Counsel review. **[Reso 15-060]**

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

**B 6**

**B. Human Resources- Greg Borboa/Henie Ring**

Consider approving a revised job specification for the Deputy Director of Social Services classification with no change in salary.

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

**B 7**

**C. Information Technology- Mark Dawson/Dan Willhite**

1. Consider approving the use of the State of California Multiple Award Schedule Contract number 1-14-23-23 to purchase the eight Toyota Camry LE Hybrids from our in-county dealer, Hanford Toyota, and authorizing the Purchasing Manager to sign the purchase order.

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

2. Consider approving the recommendation to award Keller Motors for the purchase of three Chevy Tahoe SUVs not to exceed \$122,556.

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

**B 8**

**D. Sheriff's Office- Dave Robinson/Dave Putnam**

1. Consider authorizing the Chairman to sign an Agreement with Microcorre Diagnostic Laboratory for autopsy and pathology services. **[Agmt 15-094]**

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

2. Consider authorizing the Chairman to sign an Agreement with Donor Network West for their use of the morgue facility. **[Agmt 15-096]**

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

**B 9**

**E. Administration – Larry Spikes/Rebecca Campbell**

Consider adopting a Resolution consenting to the inclusion of properties within the county's jurisdiction to the California HERO program and approving an amendment to a certain joint powers Agreement related thereto. [Agmt 15-095 & Reso 15-061]

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

**VI B 10**

**F. STUDY SESSION**

**Administration – Larry Spikes/Rebecca Campbell**

Staff is seeking review and comment on the proposed Development Impact Fee Program 2015 Public Facilities Needs List.

**INFORMATION ONLY - NOA**

**VII B 11**

**G. Board Member Announcements or Reports**

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**Supervisor Pedersen stated that he attended a Supima meeting in Fresno regarding the cotton industry on October 22, 2015, attended the community garden open house and the Brando fundraiser events on October 24, 2015.**

**Supervisor Verboon stated that he attended the PG&E energy event at Hardwick Fire Station on October 20, 2015 and just completed the walnut harvest for 2015.**

**Supervisor Valle stated that he attended a meeting in Selma regarding the JPA for water storage on October 22, 2015, stated that on October 28, 2015 at 11:45 a.m. he will be attending a presentation by the Corcoran High School students on their proposal for the update to the County display case at the State Capitol. He stated that Jose Ramirez's Fight For Water 5 will be held on December 5, 2015 and vouchers are available in the Administration Office and the Veteran's Services Office.**

**Supervisor Neves stated that he cooked for the PG&E energy event at Hardwick Fire Station on October 20, 2015, attended the Pink Passion luncheon event on October 22, 2015, attended the West Hills College Eagle Vision planning session at the Tachi Palace on October 23, 2015, West Hills College hall of fame game on October 24, 2015, attended the 50 year celebration for Coach Wood at Fresno State on October, 24, 2015, attended the Knights of Columbus pancake breakfast at MIQ school and played bingo at Kings Nursing facility on October 25, 2015. He stated that he attended the Behavioral Health Advisory meeting, Kings United Way meeting and the Kings County Historical Society meeting on October 26, 2015.**

**Supervisor Fagundes stated that he attended a Kings Community Action Organization meeting on October 21, 2015 and has been going to doctors appointments for his wife's upcoming shoulder surgery.**

### **Board Member Announcements or Reports Continued**

- ◆ **Board Correspondence:** CAO, Larry Spikes stated that the Board received a notice from the Superior Court of Kings County that they will be closing the Avenal and Corcoran courts on December 18, 2015 and moving all business to the Hanford Courthouse and a notice for limited hours during the holidays between December 21, 2015 and January 1, 2016 both notices allow for the public to comment until November 30, 2015.
- ◆ **Upcoming Events:** CAO, Larry Spikes stated that the Kings River Conservation District will hold a Sustainable Groundwater Management Act public informational meeting on November 5, 2015 at Riverdale Memorial Hall from 6:30 p.m. to 8:00 p.m. Kings County battle of the badges blood drive will be held on November 4, 2015 at the Agricultural Department Multipurpose room, the Kings County Grand Jury will hold their open house on October 28, 2015 from 11:00 a.m. to 2:00 p.m., West Hills College Lemoore will hold their Operation Awareness 2015 and Domestic Violence Awareness Month on October 28, 2015 from 11:00 a.m. to 1:00 p.m., Kings County 4-H Council will hold their Pork Loin take out fundraiser barbecue on November 14, 2015 from 11:00 a.m. to 2:00 p.m. at the Kings County Fairgrounds, KART bus intelligent transportation launch will be held on November 6, 2015 from 2:00 p.m. to 4:00 p.m. The Sheriff's Department will hold their Brando fundraiser on November 7, 2015 at the Kings Gun Center in Hanford and Senator Vidak is hosting a VSP Mobile eye free vision care clinic on November 17, 2015 from 9:00 a.m. to 5:00 p.m. at Coe Park in Hanford.
- ◆ **Information on Future Agenda Items:** CAO, Larry Spikes stated that the following items would be on a future agenda: Southern California Edison franchise agreement will be delayed until January 2016, impact fees public hearing, Sheriff's department Naphcare staffing changes, Water Storage Project Joint Powers Authority contract, study session on broadcasting the board meetings, SB 1022 special inspection and material testing contract, HIPAA policy changes. County office judging contest on October 27, 2015 and the County employee costume contest on October 30, 2015.

VIII B 12

#### **H. CLOSED SESSION**

- ◆ **Conference with Real Property Negotiator** [Govt. Code Section 54956.8]  
Property: 7.75 acres of county property south of Lacey Blvd. Hanford, CA (APN 011-060-055)  
Negotiating Parties: Larry Spikes for County

B 14

*Report out: The Kings County Board of Supervisors and Adventist Medical Center have negotiated the sale/purchase of 7.75 acres of County-owned property no longer needed for County business. The property is located south of Lacey Boulevard identified as APN: 011-060-050 and the property's use is restricted to the provision of health services or health services related industry. The purchase price is \$2,220,000. The Kings County Board of Supervisors authorized the final terms and conditions on October 26, 2015 by unanimous decision of the five supervisors and the transaction became final with a fully executed agreement on October 28, 2015.*

**IX B 13**

**I. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, November 3, 2015, at 9:00 a.m.

**X 1:30 PM**

**J. KINGS COUNTY HOUSING AUTHORITY- REGULAR MEETING**

**XI 2:00 PM**

**K. IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY- REGULAR MEETING**

***FUTURE MEETINGS AND EVENTS***

October 27	T.B.D.	County Office Halloween Decoration Contest Judging
October 30	3:00 PM	County Employee Halloween Costume Contest Judging
November 3	9:00 AM	Regular Meeting – Youth in County Government Day
November 3	11:00 AM	California Public Finance Authority Regular Meeting
November 10	9:00 AM	Regular Meeting
November 17	9:00 AM	Regular Meeting
November 17	11:00 AM	California Public Finance Authority Regular Meeting
TBA	---	City/County Coordinating meeting – Avenal hosting

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# COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2342  
Catherine Venturella, Clerk of the Board of Supervisors

## AGENDA ITEM November 3, 2015

**SUBMITTED BY:** Agriculture Department – Tim Niswander/Jimmy Hook  
**SUBJECT:** COOPERATIVE AGREEMENT 15-0503-SF WITH THE CALIFORNIA  
DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S  
LIGHT BROWN APPLE MOTH DETECTION TRAPPING PROGRAM

### **SUMMARY:**

#### **Overview:**

The Agricultural Commissioner–Sealer provides services in cooperation with the California Department of Food and Agriculture to prevent the establishment of the Light Brown Apple Moth in the County. This agreement continues the County's Light Brown Apple Moth Program from Kings County Agreement Number 14-0460-SF which expired September 30, 2015.

#### **Recommendation:**

**Authorize the Chairman to sign Cooperative Agreement 15-0503-SF with the California Department of Food and Agriculture for the County's Light Brown Apple Moth Detection Trapping Program.**

#### **Fiscal Impact:**

Revenues of \$6,550 for this program are included in the FY 2015/16 adopted budget, in budget unit 260000, account 81-512000 (State Aid-Agriculture).

### **BACKGROUND:**

The agreement is for pest detection services to prevent the establishment of the Light Brown Apple Moth in the County. The County will service pest detection traps according to protocol established by this agreement. The term of this agreement is from October 1, 2015 through September 30, 2016.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER
<b>15-0503-SF</b>

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

STATE AGENCY'S NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

RECIPIENT'S NAME  
**COUNTY OF KINGS**

2. The term of this Agreement is: **October 1, 2015 through September 30, 2016**

3. The maximum amount of this Agreement is: **\$6,550.00**  
**Six Thousand Five Hundred Fifty Dollars and Zero Cents**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

- |   |            |
|---|------------|
| Exhibit A:                              | 12 Page(s) |
| • Recipient and Project Information     |            |
| • Scope of Work                         |            |
| Exhibit B:                              | 3 Page(s)  |
| • Payment Provisions and Budget         |            |
| • Budget                                |            |
| Exhibit C: General Terms and Conditions | 2 Page(s)  |
| Exhibit D: Federal Terms and Conditions | 3 Page(s)  |

Name of Project: **Light Brown Apple Moth-Detection Trapping**  
**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**RECIPIENT**

RECIPIENT'S NAME (Organization's Name)  
**COUNTY OF KINGS**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS  
**690 N Campus Drive, Suite B, Hanford, CA 93230**

**STATE OF CALIFORNIA**

AGENCY NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING  
**CRYSTAL MYERS, MANAGER, OFFICE OF GRANTS ADMINISTRATION**

ADDRESS  
**1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814**

## EXHIBIT A

### RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
Detection and Trapping for Light Brown Appie Moth (LBAM).

2. **RECIPIENT: Please check appropriate box below:**

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

This award  does  does not support R&D.

3. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Patrick Akers	Name: Tim Niswander
Section/Unit: PHPPS/Integrated Pest Control	Section/Unit: COUNTY OF KINGS
Address: 3294 Meadowview Road	Address: 690 N Campus Drive, Suite B
City/State/Zip: Sacramento, CA 95832	City/State/Zip: Hanford, CA 93230
Phone: 916-262-1102	Phone: 559-582-3211
Email Address: patrick.akers@cdfa.ca.gov	Email Address: tim.niswander@co.kings.ca.us

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

5. **PRIME AWARD INFORMATION:**

Federal Funding Source(s):	USDA-APHIS-PPQ
Catalog of Federal Domestic Assistance Number(s):	10.025
Amount(s) Awarded to CDFA:	\$989,323.00
Federal Funding Source Agreement Number(s):	15-8506-1164-CA
Effective Date(s):	10/1/2014 through 3/31/2016

6. Effective December 26, 2014, the Office of Management and Budget has streamlined the Federal Government's guidance on the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards. State, local or Indian tribal governments, non-profit organizations, colleges and universities will be subject to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31.2. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable Cost Principle requirements.

**Scope of Work**  
**October 1, 2015 – September 30, 2016**

COOPERATIVE AGREEMENT SPECIFICATIONS FOR COUNTY AGRICULTURAL  
COMMISSIONERS TO CONDUCT LIGHT BROWN APPLE MOTH (LBAM) DETECTION  
TRAPPING

**Background**

Light Brown Apple Moth was first discovered in the San Francisco Bay Area in the late fall of 2006. Since then, it has been detected in 24 counties, from Yolo to San Diego. A Federal Domestic Quarantine Order (DA-2007-42) was established on May 2, 2007 that required, in addition to other actions, additional LBAM trapping to ensure continued interstate movement of regulated articles. To confirm that areas of the state are free from LBAM, traps are placed alongside existing detection traps.

**Section 1 – The California Department of Food and Agriculture shall:**

1. Provide training as needed.
2. Provide trapping materials; including traps, lures and handouts.
3. Ensure timely payment of invoices.
4. Provide quality assurance of program.

**Section 2 – The County Agricultural Commissioner shall:**

1. Hire and/or train personnel.
2. Ensure that trapping procedures are followed.
3. Ensure that all documentation of work is complete and accurate.
4. Submit monthly invoices no later than 30 days past the end of the month in which the invoiced activity occurred to [lbaminvoices@cdfa.ca.gov](mailto:lbaminvoices@cdfa.ca.gov). Note – payment is contingent upon receipt of trapping reports for that month. **Invoices will not be signed if reports have not been submitted.**
5. Submit monthly trapping reports using the LBAM Combined Detection and Regulatory Trapping Survey Report (LBAM-Trapping-Report.xls Excel spreadsheet) by close of business the 5<sup>th</sup> day of each month. **Please submit the Report electronically to [cdfa.lbam\\_sj@cdfa.ca.gov](mailto:cdfa.lbam_sj@cdfa.ca.gov).** Note that reports are no longer submitted to [lbaminvoices@cdfa.ca.gov](mailto:lbaminvoices@cdfa.ca.gov).
6. Provide and maintain trapping vehicles.

7. Submit samples to the Plant Pest Diagnostics Laboratory in Sacramento via approved method(s). See Collection and Submission of Samples in the attachment, "Light Brown Apple Moth Trapping Guide." Or, if directed, submit samples directly to the LBAM project.

### **Section 3 – Description of Work**

1. Trapping activities will be conducted by County personnel following the guidelines and direction found in the attachment, "Light Brown Apple Moth Trapping Guide."
2. Trapping is performed in conjunction with existing detection trapping routes and/or sites (piggy-backed) for other general detection species. Trap servicings will be reimbursed at three-minutes per trap. These traps should be serviced and maintained by existing general detection trappers. The trapping season for your county should be the same as for general detection trapping, such as for general fruit flies. Consult the CDFA Insect Trapping Guide ([https://www.cdfa.ca.gov/plant/pdep/Insect\\_Trapping\\_Guide/docs/Insect\\_Trapping\\_Guide\\_web.pdf](https://www.cdfa.ca.gov/plant/pdep/Insect_Trapping_Guide/docs/Insect_Trapping_Guide_web.pdf)) for exact months, for example, Section CP (ChamP™ Trap), page 71.
3. Mileage reimbursement is not allowed for LBAM traps piggy-backed onto general pest detection and Glassy-winged Sharpshooter sites. Mileage reimbursement may be allowed for associated trapping activities (attend meetings, sample submission, quality control, supervision).
4. Delimitation trapping may be required upon detection of "new location" finds, but only with the approval of LBAM project management.
5. Incorporate the documentation for LBAM traps into the books used for general pest detection or GWSS programs.
6. Daily Trapping Summaries (DTS) (Form 60-210) must be completed daily by each reimbursable trapper and will serve as official documentation of work performed. The DTS must be made available for review by the CDFA audits office for three years. To facilitate program audits, the DTS – whether completed daily, weekly, or monthly – must be signed by the individual who performed the work indicated on the summary. This applies to hand completed or electronic summaries.

### **Section 4 – Basis for Payment**

1. Submit invoices by e-mail to: [lbaminvoices@cdfa.ca.gov](mailto:lbaminvoices@cdfa.ca.gov).
2. Payment will be made monthly, in arrears, upon receipt and approval of invoice.

3. Invoice will conform to attached sample invoice. **Reimbursement will not be made if trapping reports have not been submitted. County remittance address is required to be on the invoice (section A. Remittance Address). Reimbursement will not be made without proper remittance address.**

All personnel salary costs shall be properly tracked or allocated to the cooperative agreement in accordance with Office of Management and Budget (OMB) requirements and Federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the scope of work (work plan).

If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement shall be tracked separately from all other programs and documentation shall be available to support the reimbursement. In addition, all invoiced vehicle costs must match the scope of work (work plan). On a related note, mileage rates used on invoices must be the same as contained in the work plan. CDFA will send an email that will notify counties of new rates (current rate \$0.575) if the federal mileage rate changes during the term of the agreement.

Reimbursement for the amount of salaries and/or benefits for employees under this agreement cannot exceed the gross daily rate of a GS-15, Step 10, base salary for US Government employees in effect during the period in which the expense was incurred as defined in the General Pay Scale program notice posted on the Internet at <http://www.fas.usda.gov/programs/resources/general-pay-scale>.

All other expenses (travel, supplies, communications, etc.) for which the County will seek reimbursement under the cooperative agreement shall be directly related to the cost of administering and conducting the program and documentation shall be available to support the reimbursement. In addition, all invoiced expenses must match the scope of work (work plan).

The following citations are requirements outlined in OMB Circulars and Federal Cost Principles applicable to your agency/organization.

State, Local and Indian Tribal Governments:

- 2 CFR 225, Cost Principles (formerly OMB Circular A-87), see Cost Allocation Plans and Attachment B, 8. Compensation for personal services, h. Support of Salaries and wages.
- OMB Circular A-102, Uniform Administrative Requirements.

# LIGHT BROWN APPLE MOTH TRAPPING GUIDE

**PROGRAM:** Light Brown Apple Moth (LBAM) Trapping, (Detection, Nursery, Cropland)

**TYPE OF TRAP:** Jackson Trap

The delta-shaped Jackson trap is made of plastic-coated cardboard. A sticky insert on the bottom captures moths. The pheromone septum is placed in the stickum on the trap insert. If the pheromone septum is lost due to wind or other factors, use a medfly lure basket to secure the pheromone septum.

The trap consists of four parts: trap body, insert, septum and trap hanger.



Photo by MJ Sawyer, CDFA

**FIGURE 1. JACKSON TRAP**

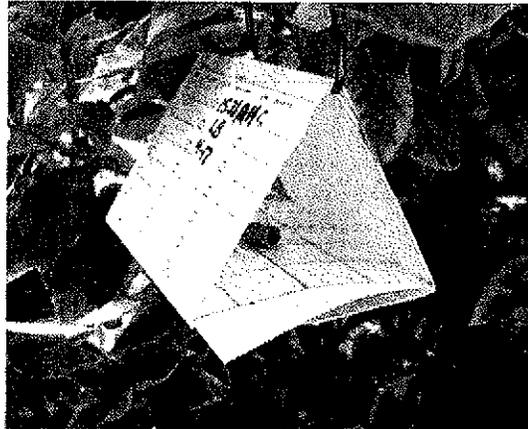


Photo by CDFA

**FIGURE 2. STICKY INSERT WITH SEPTUM**

**ATTRACTANT:** A mixture of (E)-11-tetradecenyl acetate (96%) and (9E, 11E)-9, 11-tetradecadienyl acetate (4%).

**DETECTION TRAPPING SEASON:**

Counties that normally manage year-round detection trapping programs - continue with 14 day service interval. Currently these are:

Los Angeles	Orange	Riverside	San Bernardino
San Diego	Santa Barbara	Ventura	

Counties that do not trap year-round - all trapping will be conducted during the normal detection trapping season with 14 day service interval. Currently these are:

Amador	Butte	Calaveras	Colusa
El Dorado	Fresno	Glenn	Kern
Kings	Lake	Madera	Mariposa
Mendocino	Merced	Nevada	Placer
Sacramento	San Joaquin	San Luis Obispo	Shasta
Stanislaus	Sutter	Tehama	Tulare
Tuolumne	Yolo	Yuba	

Counties that are partially within the contiguous LBAM State Interior Quarantine will trap in the portion of the county that is outside the contiguous LBAM State Interior Quarantine Boundary (includes detection trapping in satellite quarantine areas outside of the contiguous regulated area) during the normal detection trapping season. These currently are:

Alameda	Contra Costa	Marin	Monterey
Napa	San Benito	Santa Clara	Solano
Sonoma			

Counties that are completely within the State Interior Quarantine and surrounded by partially infested counties, will not include LBAM trapping in the normal detection trapping season. These currently are:

San Francisco	San Mateo	Santa Cruz
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Counties where LBAM trapping is not biologically warranted will not include LBAM trapping in the normal detection trapping season. These currently are:

Alpine	Del Norte	Humboldt	Imperial
Inyo	Lassen	Modoc	Mono
Plumas	Siskiyou	Sierra	Trinity

**DETECTION TRAP DENSITY: Statewide** - Use up to five traps per square mile piggybacked onto existing trap sites. Existing trap sites would generally be Mediterranean fruit fly (MF) or glassy-wing sharp shooter (GWSS) locations. However, other trap sites may be utilized if MF or GWSS sites are not available.

**NURSERY TRAP DENSITY: Federally Regulated Area** - Trapping for LBAM must occur on each premises or farm in a LBAM quarantined area that ships regulated articles intrastate and interstate. Premises or farms that are larger than five acres must maintain traps at a density of one trap every five acres or less. Premises or farms that are equal to or less than five acres must be trapped with a minimum of one trap. Traps should be piggybacked with GWSS locations when possible.

**CROPLAND TRAP DENSITY: Federally Regulated Area** - Trapping for LBAM must occur on each premises or farm in a LBAM quarantined area that ships regulated articles intrastate and interstate in areas 1.5 miles or more from a LBAM detection site. Trapping for LBAM must occur at a trapping density of one trap per square mile in cropland.

#### **INSPECTION FREQUENCY:**

Detection Trapping – Once every 14 days  
Nursery and Cropland Trapping – Once every 30 days.

Delimitation Survey –

#### **All Counties\***

When a confirmed LBAM is trapped, pheromone baited Jackson traps will be placed uniformly over a four square mile area with twenty-five traps placed in each of the square miles. A total of 100 traps will be deployed. All traps should be placed within 72 hours and inspected once within the first seven days. Traps should be serviced every 14 days thereafter for a period of time equal to two generations beyond the date of the last LBAM detection. This time period is determined by a temperature-dependent developmental model maintained by the LBAM program personnel in Sacramento.

\* For the counties listed below, all of the above applies with the following exception. If LBAM delimitation traps are being run for a single adult, the full array of required traps will only be maintained from April 1-Oct 31. The find site must be trapped during the full delimitation period at 14 day servicing intervals. This difference is based on LBAM biology.

Amador  
Mariposa

Calaveras  
Mendocino

El Dorado  
Nevada

Lake  
Tuolumne

**HOSTS:** The moth has a wide-range of unrelated hosts including: Apple, pear, peach, apricot, blackberry, raspberry, citrus, persimmon, avocado, oak, willow, walnut, poplar, cottonwood, alder, pine, and eucalyptus.

**SELECTION OF TRAPPING SITES:** Deploy detection and nursery traps onto any existing trapping site. Cropland traps are generally not piggybacked. Piggybacking traps in this manner will allow for rapid deployment, efficient servicing, and reduce program expenses. Ideally, the trap should be placed at least 10 feet from any existing trap. However, piggybacking traps takes priority over the 10 foot separation.

**HANGING THE TRAP:** Assemble the trap by first writing the trap number and date of deployment on both the trap body and the sticky insert. Trap numbers for this pest will include the identifying letters "LB" (in place of "MF", "OF", "ML", etc.). The trap body is then opened; the bottom is pushed upward and firm pressure is applied laterally. **THIS IS IMPORTANT!** When pressure is released, the trap bottom will remain flat. The sticky insert is slid into place. It will fit tightly, if properly done. Tear open the septum package and slide the lure onto the insert without touching the lure or the inside of the package with your fingers. Forceps or tweezers may be used for septum placement if necessary. The lure is placed directly onto the center of the sticky insert on its side (**DO NOT BLOCK THE OPENING OF THE SEPTUM WITH STICKUM!**).

The trap may be placed in any host tree that fits the following placement criteria – in the upper 1/3 to 1/2 of the tree canopy, and 1/3 to 2/3 the distance from the trunk to the outer edge of the foliage. The presence or absence of ripe fruit is not a factor in hanging the trap. Shade is not as critical for this trap as for the fly traps.

**TRAP INSPECTION AND SERVICING:** When inspecting traps, the following steps should be taken:

1. Remove the trap from the tree.
2. Pull out insert and examine entire area of stickum.
3. Remove leaves and debris from stickum as moths could be beneath these objects. Be certain that the sticky surface is not rendered less effective by dust or debris. The stickum must remain optimally sticky to capture moths.
4. If no moths are found, replace insert, date trap, and rebait, if necessary, according to the recommended baiting interval and suggested handling techniques.
5. Change inserts every month or more often as needed. Always change the insert when relocating the trap. Mark new inserts with the trap number and placement date.
6. Replace lure according to the schedule below. Avoid contamination when handling lures or lure packages. Use forceps if necessary for placement of septum on to insert.
7. Trap bodies eventually lose their shape, become filled with trap servicing data, or otherwise deteriorate. When this occurs, they should be replaced.

**COLLECTION AND SUBMISSION OF SAMPLES:** The entire trap insert, containing the suspect moth, should be collected for supervisory review. Specimens submitted to Sacramento should be cut from the stick insert and placed in a dry vial for submission. Send the specimen to Sacramento with a Standard Form 65-020, "Pest and Damage Record" (PDR). Be sure the identification slip and the outside of the package are marked "RUSH". Include the trap number in the "Remarks" section of the PDR Form.

**BAITING INTERVAL:** Change the septum every six weeks or sooner if temperature is above 95 degrees F for a period of time.

**TRAP RELOCATION:** Relocate the trap on the same relocation interval as the trap with which it is piggybacked.

COUNTY	<b>COUNTY DEPARTMENT OF AGRICULTURE</b> <b>Light Brown Apple Moth Trapping Invoice</b> Federal Fiscal Year 2016-2017 Agreement Number: Invoice Month: <b>Piggybacked Detection Trapping</b>
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Rev. August 2015

**A. REMITTANCE ADDRESS**

COUNTY  
 STREET  
 CITY, STATE, ZIP CODE  
 CONTACT PERSON

**B. PERSONNEL**

**DETECTION**

<u>Detection Trapper(s)</u>	<u>TIME FACTOR</u>	<u>TRAPS</u>	<u>SERVICINGS</u>	<u>HOURS</u>
1	0.05			0
2	0.05			0
3	0.05			0
4	0.05			0
5	0.05			0
6	0.05			0
7	0.05			0
8	0.05			0
9	0.05			0
10	0.05			0

<u>Detection Salaries</u>	<u>HOURLY RATE</u> <u>w/o BENEFITS</u>	<u>HOURS</u>	<u>SALARY</u>
1 0		0	\$0.00
2 0		0	\$0.00
3 0		0	\$0.00
4 0		0	\$0.00
5 0		0	\$0.00
6 0		0	\$0.00
7 0		0	\$0.00
8 0		0	\$0.00
9 0		0	\$0.00
10 0		0	\$0.00
		<b>Subtotal:</b>	<b>\$0.00</b>

<u>Detection Staff Benefits</u>	<u>BENEFIT</u> <u>RATE (%)</u>	<u>SALARY</u>	<u>BENEFIT</u> <u>COST</u>
1 0	0.0000%	\$0.00	\$0.00
2 0	0.0000%	\$0.00	\$0.00
3 0	0.0000%	\$0.00	\$0.00
4 0	0.0000%	\$0.00	\$0.00
5 0	0.0000%	\$0.00	\$0.00
6 0	0.0000%	\$0.00	\$0.00
7 0	0.0000%	\$0.00	\$0.00
8 0	0.0000%	\$0.00	\$0.00
9 0	0.0000%	\$0.00	\$0.00
10 0	0.0000%	\$0.00	\$0.00
		<b>Subtotal:</b>	<b>\$0.00</b>

**DETECTION STAFF SUBTOTAL: \$0.00**

**NON-DETECTION**

<u>Non-Detection Staff</u>	<u>HOURS/DAY</u>	<u>TOTAL WORK</u> <u>DAYS</u>	<u>HOURS</u>
1			0
2			0
3			0
4			0
5			0
6			0
7			0
8			0
9			0
10			0









## EXHIBIT B

### PAYMENT PROVISIONS AND BUDGET

#### 1. Invoicing and Payment

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

#### 2. Budget Contingency Clause

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

#### 3. Prompt Payment Clause

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

#### 4. Allowable Line Item Shifts

The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

#### 5. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the CDFA under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, the CDFA may disallow the expenditure.
- B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- C. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations. All international travel must comply with the "Fly America Act" USC Title 49 § 40118.
- D. The Recipient must maintain and have available, upon request by the CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation must be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

#### 6. Budget

For a detailed budget of all the activities to be performed under the Scope of Work, see attached Budget.

KINGS COUNTY	<b>COUNTY DEPARTMENT OF AGRICULTURE</b> <b>Light Brown Apple Moth Work Plan</b> Federal Fiscal Year 2016-2017 (October 1, 2015 to September 30, 2016) <b>Piggybacked Detection Trapping</b>
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Rev. August 2015

**A. CONTACT INFORMATION**

Kings County  
 680 N. Campus Drive, Suite B  
 Hanford, Ca 93230  
 Jimmy Hook

**B. PERSONNEL**

**DETECTION**

<u>Detection Trapper(s)</u>	<u>TIME FACTOR</u>	<u>TRAPS</u>	<u>SERVICINGS</u>	<u>HOURS</u>
1 Ag & Standards Aide	0.05	214	13	139
2	0.05			0
3	0.05			0
4	0.05			0
5	0.05			0
6	0.05			0
7	0.05			0
8	0.05			0
9	0.05			0
10	0.05			0

<u>Detection Salaries</u>	<u>HOURLY RATE</u> <u>w/o BENEFITS</u>	<u>HOURS</u>	<u>SALARY</u>
1 Ag & Standards Aide	\$19.20	139	\$2,669.00
2 0		0	\$0.00
3 0		0	\$0.00
4 0		0	\$0.00
5 0		0	\$0.00
6 0		0	\$0.00
7 0		0	\$0.00
8 0		0	\$0.00
9 0		0	\$0.00
10 0		0	\$0.00
<b>Subtotal:</b>			<b>\$2,669.00</b>

<u>Detection Staff Benefits</u>	<u>BENEFIT</u> <u>RATE (%)</u>	<u>SALARY</u>	<u>BENEFIT</u> <u>COST</u>
1 Ag & Standards Aide	40.0000%	\$2,669.00	\$1,068.00
2 0	0.0000%	\$0.00	\$0.00
3 0	0.0000%	\$0.00	\$0.00
4 0	0.0000%	\$0.00	\$0.00
5 0	0.0000%	\$0.00	\$0.00
6 0	0.0000%	\$0.00	\$0.00
7 0	0.0000%	\$0.00	\$0.00
8 0	0.0000%	\$0.00	\$0.00
9 0	0.0000%	\$0.00	\$0.00
10 0	0.0000%	\$0.00	\$0.00
<b>Subtotal:</b>			<b>\$1,068.00</b>

**DETECTION STAFF SUBTOTAL: \$3,737.00**

**NON-DETECTION**

<u>Non-Detection Staff</u>	<u>HOURS/DAY</u>	<u>TOTAL WORK</u> <u>DAYS</u>	<u>HOURS</u>
1 Ag & Standards Inspector	1.00	8.00	8
2 Deputy Agricultural Commissioner-Sealer	1.00	8.00	8
3 Clerical	2.00	8.00	16
4			0
5			0
6			0
7			0
8			0
9			0
10			0



## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

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

3. **Mutual Liability**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

4. **Disputes**

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

5. **Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of CDFA. The Recipient's obligation to pay its contractors is an independent obligation from the CDFA's obligation to make payments to the Recipient.

Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Grant Agreement. All contractors/consultants shall have the proper licenses/certificates required in their respective disciplines.

The contract shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

6. **Non-Discrimination Clause**

The Non-Discrimination Clause applies to the extent that the requirements therein are applicable to the Federal Government. During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial family care leave.

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

7. **Governing Law**

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

8. **Unenforceable Provision**

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

9. **Excise Tax**

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

**10. Right to Terminate**

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

**11. Termination for Cause**

The parties may terminate this Agreement should either party fail to perform the requirements of this Agreement at the time and in the manner herein provided. However each party will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all project specific costs incurred through the date of termination, including all uncancellable obligations, subject to the requirements of 2 CFR 200.471, applicable to sponsored agreements.

**12. Reporting Requirements**

The Recipient agrees to complete all reporting requirements listed in Exhibit A, Scope of Work.

**13. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material. Recipients may not use the United States Department of Agriculture logo or the CDFA logo.

**14. Property Damage Claims Process**

Should the property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the Victims Compensation Government Claims Board.

**15. Force Majeure**

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

**16. Amendments**

Changes to Exhibit A, Scope of Work, Exhibit B, Budget, or the end date, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than sixty (60) calendar days prior to the requested implementation date. Any changes to the Scope of Work, Budget, and end date are subject to Agreement Manager approval, and, at its discretion, the Agreement Manager may choose to accept or deny these changes. A formal amendment to the Agreement is required for these changes. No amendments are possible if the Agreement is expired.

**17. Plant Protection Act Memorandum of Understanding**

The County agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on October 7, 2014. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

## EXHIBIT D

### FEDERAL TERMS AND CONDITIONS

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

#### **1. Civil Rights**

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

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-386).

#### **2. Labor Standards**

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

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5, 1926.

#### **3. Environmental Standards**

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

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

#### **4. Drug-Free Environment**

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose.

#### **5. Lobbying Restrictions**

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 7 CFR Part 3018.

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

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

#### **7. Trafficking in Persons**

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

#### **8. Intergovernmental Review**

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

- A. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

**9. Confidentiality**

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

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 3019; and
- B. Privacy Act, 5 USC 552 (a).

**10. Conservation in Procurement**

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

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

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

The Recipient must further agree to provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances, and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

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

**12. Crimes and Prohibited Activities**

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

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

**13. Biosafety in Laboratories**

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

**14. Conflicts of interest**

The Recipient must comply with the conflict of interest standards pursuant to the Agency implementations; 2 CFR 200.112.

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

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

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

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

- 1. Reports all subject inventions to CDFA;
- 2. Makes efforts to commercialize the subject invention through patent or licensing;
- 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
- 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

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

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

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

**17. Seat Belt Use**

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

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Government Organization and Employees Act as amended (5 USC 7902 (c));
- C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- D. Increasing Seat Belt Use in the United States (EO 13043).



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 3, 2015

**SUBMITTED BY:** County Counsel – Colleen Carlson

**SUBJECT:** APPOINTMENT TO SPECIAL DISTRICT GOVERNING BOARDS  
PURSUANT TO SECTION 10515 OF THE CALIFORNIA ELECTIONS  
CODE AND UNDER SECTION 50741 OF THE CALIFORNIA WATER  
CODE

**SUMMARY:**

**Overview:**

Pursuant to the provisions of California law, where there are an insufficient number of nominated candidates to fill the number of positions up for election, where there is only one candidate for each specific position, or where there are no nominees, the Board of Supervisors must appoint nominees and qualified persons to special district offices in Kings County. The persons appointed shall take office and serve exactly as if elected.

**Recommendation:**

Appoint nominees and qualified persons to the listed Special District Governing Boards in Kings County.

**Fiscal Impact:**

None.

**BACKGROUND:**

In special districts to which the Uniform District Election Law applies, Election Code section 10515 specifies the terms and conditions for appointing persons to offices in certain circumstances. When only one person has filed a declaration of candidacy for an elective office to be filled at a general election, the Board must appoint the nominated person. When no qualified person has filed a declaration of candidacy for any

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_ Deputy.

**Agenda Item:**

**APPOINTMENTS OF SPECIAL DISTRICT GOVERNING BOARDS PURSUANT TO SECTION 10515 OF THE CALIFORNIA ELECTIONS CODE AND UNDER SECTION 50741 OF THE CALIFORNIA WATER CODE**

**November 3, 2015**

**Page 2 of 2**

such office, the Board may appoint any qualified person to serve. Under Water Code section 50741, the same general provisions apply. At this time, the Boards of the following special district have submitted requests that the following nominated persons be appointed to their respective boards.

**MELGA WATER DISTRICT (4 YR. TERM)**

Walter Bricker - President

**EL RICO RECLAMATION DISTRICT NO. 1618 (4 YR. TERM)**

Walter Bricker - Trustee

Gary Lindley - Trustee

**SOUTH CENTRAL RECLAMATION DISTRICT NO. 2125 (4 YR. TERM)**

Walter Bricker - Trustee

Doug DeVaney - Trustee

**DELTA LANDS RECLAMATION DISTRICT NO. 770 (4 YR. TERM)**

Walter Bricker - Trustee

Thomas R. Hurlbutt - Trustee

**HOMELAND RECLAMATION DISTRICT NO. 780 (4 YR. TERM)**

Walter Bricker - Trustee

Tim Sherrill - Trustee

**TULARE LAKE RECLAMATION DISTRICT NO. 749 (4 YR. TERM)**

Thomas R. Hurlbutt - Trustee

Walter Bricker - Trustee

Erik Hansen - Trustee

**LOVELACE RECLAMATION DISTRICT NO. 739 (4 YR. TERM)**

Doug DeVaney - Trustee

Thomas R. Hurlbutt - Trustee

Erik Hansen - Trustee



## J. G. BOSWELL COMPANY

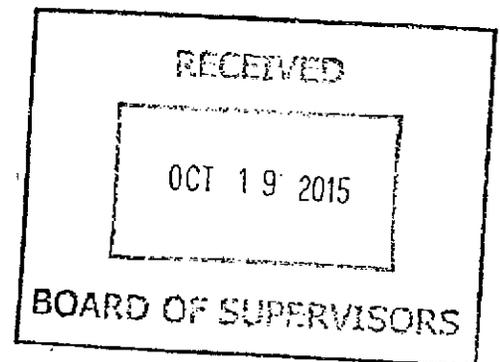
*California Operations*  
Corcoran Ranch

TO: Catherine Venturella  
County Counsel's Office  
1400 West Lacey Blvd. Bldg. 1  
Hanford, CA. 93230

FROM: Sandra Corona

DATE: October 16, 2015

SUBJECT: 2015 Elections –Land Owner Water Districts



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Listed below are the only persons nominated as Directors for the following Water Entities.

Melga Water District-

- Walter Bricker –Director

South Central Reclamation District No. 2125

- Doug DeVaney-Trustee
- Walter Bricker -Trustee

El Rico Reclamation District No. 1618

- Walter Bricker
- Gary Lindley

Delta Lands Reclamation District No. 770

- Walter Bricker
- Thomas Hurlbutt

Lovelace Reclamation District No.739

- Doug DeVaney- Trustee
- Thomas Hurlbutt-Trustee
- Erik Hansen

Homeland Reclamation District No. 780

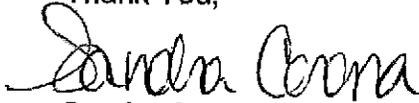
- Walter Bricker
- Tim Sherrill

Tulare Lake Reclamation District No. 749

- Thomas Hurlbutt
- Walter Bricker
- Erik Hansen

Please contact me if you have any questions.

Thank You,



Sandra Corona

559-992-5011 Office

559-762-3663 Fax

scorona@jgboswell.com E-Mail

## CERTIFICATE OF SECRETARY

(Section 50741 of the Water Code of the State of California)

I, Sandra Corona, Secretary of SOUTH CENTRAL RECLAMATION DISTRICT NO. 2125 do hereby certify that Doug DeVaney and Walter Bricker have been nominated for the office of Trustee of said District;

That the number of nominees for Trustee does not exceed the number required to be elected Trustee;

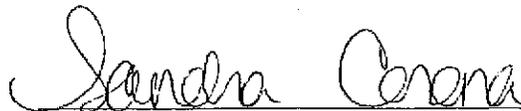
That the time for filing nomination petitions have expired;

That a petition signed by 5% of the voters in said District requesting that a general district election be held has not been presented to the governing board of the SOUTH CENTRAL RECLAMATION DISTRICT NO. 2125;

That the time for filing said petition has expired;

WHEREFORE, the Board of Supervisors of Kings County is respectfully requested to appoint Doug DeVaney and Walter Bricker to the office of Trustee of SOUTH CENTRAL RECLAMATION DISTRICT NO. 2125;

Dated this 15th day of October, 2015

  
Sandra Corona, Secretary

SOUTH CENTRAL CONSOLIDATED  
RECLAMATION DISTRICT NO. 2125

## CERTIFICATE OF SECRETARY

(Section 50741 of the Water Code of the State of California)

I, Sandra Corona, Secretary of Melga Water District do hereby certify that Walter Bricker has been nominated for the office of President of said District;

That the number of nominees for Trustee does not exceed the number required to be elected Trustee;

That the time for filing nomination petitions have expired;

That a petition signed by 5% of the voters in said District requesting that a general district election be held has not been presented to the governing board of the Melga Water District;

That the time for filing said petition has expired;

WHEREFORE, the Board of Supervisors of Kings County is respectfully requested to appoint Walter Bricker to the office of President of Melga Water District;

Dated this 15th day of October, 2015

  
Sandra Corona, Secretary

MELGA WATER DISTRICT

## **CERTIFICATE OF SECRETARY**

**(Section 50741 of the Water Code of the State of California)**

I, Sandra Corona, Secretary of EL RICO RECLAMATION DISTRICT NO. 1618 do hereby certify that Walter Bricker and Gary Lindley have been nominated for the office of Trustee of said District;

That the number of nominees for Trustee does not exceed the number required to be elected Trustee;

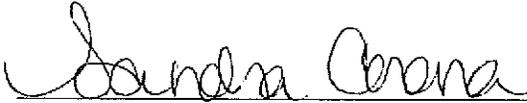
That the time for filing nomination petitions have expired;

That a petition signed by 5% of the voters in said District requesting that a general district election be held has not been presented to the governing board of the EL RICO RECLAMATION DISTRICT NO.1618

That the time for filing said petition has expired;

WHEREFORE, the Board of Supervisors of Kings County is respectfully requested to appoint Walter Bricker and Gary Lindley to the office of Trustee of EL RICO RECLAMATION DISTRICT NO. 1618;

Dated this 15th day of October, 2015

  
Sandra Corona, Secretary

EL RICO RECLAMATION  
DISTRICT NO. 1618

## CERTIFICATE OF SECRETARY

(Section 50741 of the Water Code of the State of California)

I, Sandra Corona, Secretary of DELTA LANDS RECLAMATION DISTRICT NO. 770 do hereby certify that Walter Bricker and Thomas Hurlbutt have been nominated for the office of Trustee and President of said District;

That the number of nominees for Trustee does not exceed the number required to be elected Trustee;

That the time for filing nomination petitions have expired;

That a petition signed by 5% of the voters in said District requesting that a general district election be held has not been presented to the governing board of the DELTA LANDS RECLAMATION DISTRICT NO. 770;

That the time for filing said petition has expired;

WHEREFORE, the Board of Supervisors of Kings County is respectfully requested to appoint Walter Bricker, Thomas Hurlbutt to the office of Trustee of DELTA LANDS RECLAMATION DISTRICT NO 770;

Dated this 15th day of October, 2015

  
Sandra Corona, Secretary

DELTA LANDS RECLAMATION  
DISTRICT NO. 770

## CERTIFICATE OF SECRETARY

(Section 50741 of the Water Code of the State of California)

I, Sandra Corona, Secretary of LOVELACE RECLAMATION DISTRICT NO. 739 do hereby certify that Thomas R. Hurlbutt, Doug DeVaney and Erick Hansen have been nominated for the office of Trustee of said District;

That the number of nominees for Trustee does not exceed the number required to be elected Trustee;

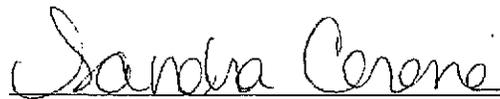
That the time for filing nomination petitions have expired;

That a petition signed by 5% of the voters in said District requesting that a general district election be held has not been presented to the governing board of the LOVELACE RECLAMATION DISTRICT NO. 739;

That the time for filing said petition has expired;

WHEREFORE, the Board of Supervisors of Kings County is respectfully requested to appoint Thomas R. Hurlbutt, Doug DeVaney and Erick Hansen to the office of Trustee of LOVELACE RECLAMATION DISTRICT NO. 739;

Dated this 15th day of October, 2015



Sandra Corona, Secretary

LOVELACE RECLAMATION DISTRICT  
NO. 739

## CERTIFICATE OF SECRETARY

(Section 50741 of the Water Code of the State of California)

I, Sandra Corona, Secretary of HOMELAND RECLAMATION DISTRICT NO. 780 do hereby certify that Walter Bricker and Tim Sherrill have been nominated for the office of Trustee of said District;

That the number of nominees for Trustee does not exceed the number required to be elected Trustee;

That the time for filing nomination petitions have expired;

That a petition signed by 5% of the voters in said District requesting that a general district election be held has not been presented to the governing board of the HOMELAND RECLAMATION DISTRICT NO. 780;

That the time for filing said petition has expired;

WHEREFORE, the Board of Supervisors of Kings County is respectfully requested to appoint Walter Bricker and Tim Sherrill to the office of Trustee of HOMELAND RECLAMATION DISTRICT NO. 780;

Dated this 15th day of October, 2015

  
Sandra Corona, Secretary

HOMELAND RECLAMATION  
DISTRICT NO. 780

## CERTIFICATE OF SECRETARY

(Section 50741 of the Water Code of the State of California)

I, Sandra Corona, Secretary of TULARE LAKE RECLAMATION DISTRICT NO.749 do hereby certify that Thomas R. Hurlbutt, Walter Bricker and Erik Hansen have been nominated for the office of Trustee of said District;

That the number of nominees for Trustee does not exceed the number required to be elected Trustee;

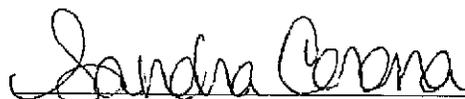
That the time for filing nomination petitions have expired;

That a petition signed by 5% of the voters in said District requesting that a general district election be held has not been presented to the governing board of the TULARE LAKE RECLAMATION DISTRICT NO.749;

That the time for filing said petition has expired;

WHEREFORE, the Board of Supervisors of Kings County is respectfully requested to appoint Thomas R. Hurlbutt, Walter Bricker and Erik Hansen to the office of Trustee of TULARE LAKE RECLAMATION DISTRICT NO.749;

Dated this 15th day of October, 2015

  
Sandra Corona, Secretary

TULARE LAKE RECLAMATION  
DISTRICT NO.749



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM

November 3, 2015

**SUBMITTED BY:** County Counsel – Colleen Carlson

**SUBJECT:** Appointment of Directors in Lieu of Election – Lakeside Irrigation Water District

**SUMMARY:**

**Overview:**

Under the provisions of Elections Code section 10515 (formerly Election Code § 23520), the Lakeside Irrigation Water District (“District”) has delivered a letter to the Kings County Board of Supervisors requesting the appointments of Dean Grabow as Director for Division 2, Donald Mills as Director for Division 3 and Clinton Church as Director for Division 4 in lieu of election.

**Recommendation:**

Appoint Dean Grabow, Donald Mills and Clinton Church as Directors of the Lakeside Irrigation Water District.

**Fiscal Impact:**

None.

**BACKGROUND:**

The Lakeside Irrigation Water District has requested that the Kings County Board of Supervisors appoint Dean Grabow as Director for Division 2, Donald Mills as Director for Division 3 and Clinton Church as Director for Division 4 in lieu of election. Under the provisions of Elections Code section 10515, if the number of persons who have filed a declaration of candidacy for director does not exceed the number of offices to be filled the Board of Supervisors may make the appointment of the candidate in lieu of holding the election.

2015-32-1244 [46379]

**BOARD ACTION:**

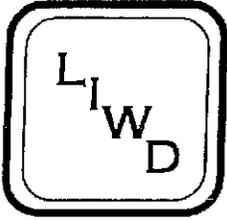
APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted

on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

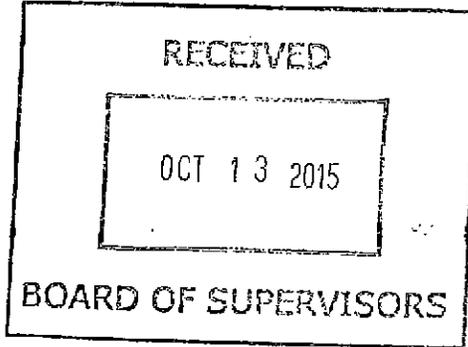
By \_\_\_\_\_ Deputy.



LAKESIDE IRRIGATION WATER DISTRICT

9304 HOUSTON AVENUE ÷ HANFORD, CALIFORNIA 93230 ÷ PHONE (559)584-3396 ÷ FAX (559)584-3398

"WATER IS EVERYBODY'S BUSINESS"



October 8, 2015

Kings County Board of Supervisors  
Kings County Government Center  
1400 West Lacey Blvd.  
Hanford, CA 93230

Gentlemen:

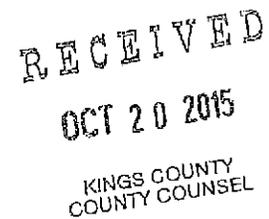
The Lakeside Irrigation Water District Board of Directors in their October 7, 2015, regular board of directors meeting unanimously recommended the Kings County Board of Supervisors appoints the following persons:

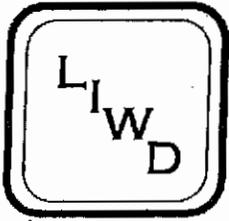
- Dean Grabow as Director for Division 2
- Donald Mills as Director for Division 3
- Clinton Church as Director for Division 4

Please see attached a copy of the certification in accordance with Elections Code §23520.

Sincerely Yours,

Becky Madruga  
Treasurer/Assessor/Tax Collector  
Office Manager





## LAKESIDE IRRIGATION WATER DISTRICT

9304 HOUSTON AVENUE ÷ HANFORD, CALIFORNIA 93230 ÷ PHONE (559)584-9396 ÷ FAX (559)584-9398

"WATER IS EVERYBODYS BUSINESS"

### CERTIFICATE

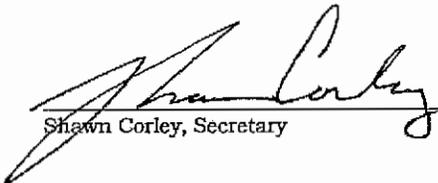
DISTRICT: LAKESIDE IRRIGATION WATER DISTRICT

ELECTION DATE: NOVEMBER 4, 2015

In accordance with Elections Code §23520, the undersigned hereby certifies to the Board of Supervisors of Kings County, California, that:

1. He is the duly appointed and acting Secretary of the District.
2. The number of persons who have filed Declarations of Candidacy for Director does not exceed the number of offices of Director to be filed in the general district election scheduled for November 4, 2015.
3. The last date for filing a Declaration of Candidacy for Director has passed. The only Declarations of Candidacy for Director timely filed are those received from incumbent Directors Donald Mills, Dean Grabow, and Clinton Church.
4. No petition requesting that the general election be held has been presented to the District or the undersigned.

Dated: 10-07-2015

  
Shawn Corley, 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 November 3, 2015

**SUBMITTED BY:** Health Department – Keith Winkler

**SUBJECT:** STUDENT PLACEMENT AGREEMENT WITH ARIZONA STATE UNIVERSITY

**SUMMARY:**

**Overview:**

The Student Placement Agreement will allow for student interns enrolled in Arizona State University to gain experience working with the Health Department's Women, Infants and Children Supplemental Nutrition Program (WIC). It will provide an educational experience for students that may qualify them for University academic credit. The term of the Agreement is from September 1, 2015 to September 1, 2020.

**Recommendation:**

**Authorize the Chairman to sign the Student Placement Agreement with Arizona State University.**

**Fiscal Impact:**

There is no cost to the County General Fund associated with the recommended action.

**BACKGROUND:**

County Counsel has reviewed and approved this agreement. The County currently has agreements for student internships in the Department of Public Health with several universities and colleges. This Agreement with the Addendum would provide a field placement for Arizona State University graduate students to complete 40 hours of fieldwork required for graduation. The purpose of the fieldwork is to gain experience working in an organization, applying skills related to his or her field of study. The WIC Program will provide supervision and oversight of the student's work. The Agreement offers a win-win relationship: students gain practical learning experience and the County occasionally recruit graduates to work.

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.



STUDENT PLACEMENT AGREEMENT

This Student Placement Agreement ("Agreement") is entered into between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY (the "University") and the "Facility" as of the "Effective Date."

Effective Date: 09/01/2015 - 09/01/2020

FACILITY: Kings County Department of Public Health - WIC
330 N. Harris St. Suite 103
Hanford, CA 93230

UNIVERSITY: College of Liberal Arts and Sciences
300 E. University Drive, Suite 145 P.O. Box 876505
Tempe, AZ 85287-6505

Signed:
Printed: Richard Fagundes
Title: Chairman, Kings County Board of Supervisors

Signed: Patrick J. Kenney
Printed: Patrick Kenney, Ph.D
Title: Dean, CLAS

Signed:
Printed:
Title:

Signed: BGS
Printed: Bridget Granville Seeley, Ph.D
Title: Fieldwork Director - Sanford School

Signed:
Printed:
Title:

Signed:
Printed:
Title:

1. DURATION
The duration, or term, of this Agreement shall be for the designated number of years and months as agreed upon below, not to exceed five (5) years, commencing on the Effective Date. This Agreement may be renewed by written agreement of the parties. The parties may revise or modify this Agreement only by a written amendment signed by both parties.
Term Period: 09/01/2015 - 09/01/2020
Notwithstanding the above, either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party, except that to the extent a student is currently participating in an educational experience contemplated by this Agreement at the time of receipt of the termination notice, the parties shall comply with such applicable provisions in the Agreement to allow such student to complete the educational experience provided such completion does not extend beyond one hundred twenty (120) days from the date of receipt of such notice.

## 2. GENERAL TERMS

- 2.1. The purpose of this Agreement is to establish a relationship between the University and the Facility to enable an educational experience for students at Facility's site that may qualify for University academic credit as determined by University.
- 2.2. The University and the Facility will agree on a schedule for student participation at the Facility.
- 2.3. The student's participation should complement the service and educational activities of the Facility. The student will be under the supervision of a Facility employee.
- 2.4. Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the Facility.
- 2.5. Either the Facility or the University may require withdrawal or dismissal from participation at the Facility of any student whose performance record or conduct does not justify continuance.
- 2.6. Neither the University nor the Facility is obligated to provide for the student's transportation to and from the Facility or for health insurance for the student.
- 2.7. A meeting or telephone conference between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program and review this Agreement.
- 2.8. Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel.
- 2.9. Each student must adhere to the Facility's established dress and performance standards.

## 3. FACILITY'S OBLIGATIONS

- 3.1. Facility agrees to appoint an Educational Coordinator who is responsible for the educational activities and supervision of University students participating under this Agreement.
- 3.2. The Facility agrees to submit to the University an evaluation of each student's progress. The format for the evaluation is established by the University in consultation with the Facility.
- 3.3. The Facility is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University. University students are not deemed to be employees of Facility by virtue of this Agreement. Upon written request, Facility will furnish University with proper certificates of insurance evidencing compliance with this section.
- 3.4. Nothing in this Agreement is intended to modify, impair, destroy, or otherwise affect any common law, or statutory right to indemnity, or contribution that the University may have against the Facility by reason of any act or omission of the Facility or the Facility's employees and agents.

## 4. UNIVERSITY'S OBLIGATIONS

- 4.1. The University will provide an administrative framework, including designating a University faculty or other representatives to coordinate scheduling, provide course information and objectives, and assist in advising students.

#### 4. UNIVERSITY'S OBLIGATIONS

- 4.2. The University will be responsible for developing and carrying out procedures for student selection and admission.
- 4.3. The University is responsible for the negligent acts and omissions of its employees and agents and maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement, except as provided for in Arizona law, including Arizona Revised Statutes (ARS) §12-820.05 and 41-621(L). The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents. Upon written request, University will furnish Employer with reasonable documentation evidencing compliance with this section.

#### 5. UNIVERSITY AND STATE REQUIRED PROVISIONS

- 5.1. **Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a).** These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.
- 5.2. **Conflict of Interest.** If within three years after the execution of this Agreement, Facility hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in Arizona Revised Statutes (ARS) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.
- 5.3. **Arbitration in Superior Court.** As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.
- 5.4. **Records.** To the extent required by ARS § 35-214, the non-ASU parties to this Agreement (jointly and severally, "Facility") will retain all records relating to this Agreement. Facility will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five years after the completion of this Agreement. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Facility.
- 5.5. **Failure of Legislature to appropriate.** In accordance with ARS § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Facility and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
- 5.6. **Student Educational Records.** Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Facility will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Agreement contains a scope of work or any provision that requires or permits Facility to access or release any student records, then, for purposes of this Agreement only, ASU hereby designates Facility as a "school official" for ASU under FERPA, as that term is used in FERPA and its implementing regulations. As such, Facility will comply with FERPA and will not make any disclosures of ASU students' educational records to third parties without prior notice to, and consent from, ASU or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by

**5. UNIVERSITY AND STATE REQUIRED PROVISIONS**

Facility or its employees and agents must comply with ASU's definition of legitimate educational purpose, which definition can be found at: SSM 107-01: "Release of Student Information" (<http://www.asu.edu/aad/manuals/ssm/ssm107-01.html>). If Facility violates the terms of this section, Facility will immediately provide notice of the violation to ASU.

**5.7. ASU Names and Marks.** Facility will not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), without in each case, the prior written consent of ASU. Facility's use of any ASU Marks must comply with ASU's requirements including using the ® indication of a registered trademark where applicable.

**6. MISCELLANEOUS**

6.1. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

6.2. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

6.3. The individual signing on behalf of Facility hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Facility and that this Agreement is binding upon Facility in accordance with its terms.

6.4. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.



## ADDENDUM to STUDENT PLACEMENT AGREEMENT

### ADDENDUM

This Addendum to the Student Placement Agreement between the Arizona Board of Regents for and on behalf of Arizona State University (the "University") university-wide and Kings County Department of Public Health - WIC ("Facility") is effective 09/01/2015 - 09/01/2020.

The following sections of the Student Placement Agreement are modified or added as follows:

Agreement section:	Modifications/additions to section of Agreement:
5.2	Strike
5.3	Strike
5.4	Replace with:  The non-ASU parties to this Agreement (jointly and severally, "Facility") will retain all records relating to this Agreement. Facility will make records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five years after the completion of this Agreement. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Facility.
5.5	Replace with:  If ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Facility and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

**AMENDMENT** (con't.)

<b>Agreement section:</b>	<b>Modifications/additions to section of Agreement:</b>
6.2	Replace with:  This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.

**SIGNATURES**

**FACILITY**

By: \_\_\_\_\_

Printed: Richard Fagundes

Title: Chairman, Kings County Board of Supervisors

**UNIVERSITY**

By: *Patrick J. Kenney*

Printed: Patrick Kenney, Ph.D.

Title: Dean, CLAS

**FACILITY**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**UNIVERSITY**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 3, 2015

**SUBMITTED BY:** Health Department – Keith Winkler/Debbie Grice

**SUBJECT:** WESTERN GOVERNORS UNIVERSITY AGREEMENT FOR PROFESSIONAL NURSING CLINICAL EDUCATION

### **SUMMARY:**

#### **Overview:**

This is a new Agreement allowing nursing students to gain clinical experience in the area of Community and/or Public Health Nursing. The term of this Agreement will remain in effect for three years and allows for term extensions.

#### **Recommendation:**

**Authorize the Chairman to sign the Professional Nursing Clinical Education Affiliation Agreement for Community Sites with Western Governors University.**

#### **Fiscal Impact:**

There is no cost to the County General Fund associated with the recommended action.

### **BACKGROUND:**

County Counsel has reviewed and approved this Agreement. This is a new Agreement allowing nursing students to gain clinical experience with the Health Department in the area of Community and/or Public Health Nursing. The students are enrolled with Western Governors University (WGU). WGU is a competency-based online, private non-profit university based in Salt Lake City. All aspects are completed online except for clinical experience in the nursing program. As a public health agency, we will assist and observe undergraduate WGU nursing students during their clinical scheduled allotted time. Nursing students will have the opportunity to spend time with immediate preceptors who will guide them through a positive and enriched experience within our Public Health Department. We are able to accommodate approximately 3-5 students per school term. The term of this Agreement will remain in effect for three years and allows for term extensions. No funds are exchanged. This Agreement allows students to intern with the Department of Public Health while the school maintains liability for the students.

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

**Western Governors University  
Professional Nursing Clinical Education Affiliation Agreement  
For Community Sites**

This Professional Nursing Clinical Education Affiliation Agreement ("Agreement"), effective on the date of the last signature shown below ("Effective Date") is made between Western Governors University ("University") and Kings County Public Health Department ("Agency").

**Recitals**

WHEREAS the University has a baccalaureate degree nursing program and Public Health Departments and Community Health Centers are appropriate sites for student clinical experiences in some or all of the following areas for baccalaureate students:

- Obstetric Nursing
- Pediatric Nursing
- Gerontology Nursing
- Home Health (adult, family, pediatric, terminal care)
- Community and/or Public Health Nursing
- Psychiatric/Mental Health Nursing

WHEREAS the Agency has the facilities, which are suitable for, providing the following clinical experiences \_\_\_\_\_;

WHEREAS it is essential for University's nursing Student to acquire such clinical experience during their learning process; and

WHEREAS it is beneficial to Agency to contribute to the education of the future supply of Baccalaureate Nursing graduates;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereby agree as follows:

**1 Definitions**

- 1.1** "Clinical Experience" refers to a supervised clinical learning experience for University RN to BSN Students within the Agency's practice setting under the supervision and direction of a Preceptor. The goal is to develop the Students' clinical competence.
- 1.2** "Faculty" refers to a University faculty member who will plan, coordinate, and provide content expertise for the curriculum and clinical experiences, and evaluate Student performance.
- 1.3** "Clinical Instructor" refers to a member of the University's staff responsible for working with the Agency Preceptor and supporting Students during their clinical education and evaluating Student clinical competence.
- 1.4** "Preceptor" refers to a member of the Agency's staff responsible for acting as a liaison between the Agency and University by providing, student guidance and input on Student clinical competence to the assigned Clinical Instructor.
- 1.5** "Program" shall refer to the participation by a Student in community health Clinical Experience under the direct supervision and instruction of the Clinical Faculty for the purposes of Student skill development and evaluation.

- 1.6 "Student" shall refer to a Student enrolled in an approved University nursing degree program. The academic term for each Student's Clinical Experience shall be agreed upon by both Agency and University prior to each Student's participation in the Program.

## **2 Responsibilities of University**

2.1 Curriculum and Instruction. University shall be solely responsible for all aspects of Student instruction in the Program including but not limited to Program enrollment, curriculum selection and delivery, clinical assignments and Student placement at Agency, Student evaluation and confirmation of credit and degrees. University shall, through its Faculty, specify the curriculum and clinical objectives, plan and coordinate Student clinical assignments, and perform periodic evaluation of the Clinical Experiences provided by Agency.

### 2.2 Student Information.

2.2.1 University shall supply the Agency with a Student profile, which shall include the Student's name, address and telephone number, and results of background verification prior to the beginning date of each Student's participation at the Agency. The Agency shall regard this information as confidential and shall use this information only as a source of Student identification during the Clinical Experience.

2.2.2 University shall maintain all Student academic records.

2.2.3 Immunizations. University shall provide Agency with evidence that all Students have immunizations or documented immunity (titer) for the common communicable diseases including tetanus, diphtheria, measles, rubella, varicella zoster 2, rubella, and to have had a recent skin test or chest x-ray for tuberculosis. If the rubella-screening test shows non-immune, individual must be immunized prior to arrival for course of instruction at Agency. A hepatitis B surface antigen test shall be required unless proof of a hepatitis B vaccine series has been demonstrated. All Students must possess a current CPR card documenting BLS skills.

2.2.4 Background Verification. University acknowledges that each Student shall be required to submit to a complete background check as a condition of participation in the Program. University shall attest to Agency that University has completed a background check for each Student, and shall not recommend a Student for clinical assignments who fails to meet the standards established by Agency for acceptable background. If bound by state law to conduct criminal background checks on student interns, Agency agrees to conduct or verify such checks independently.

2.3 Clinical Coordinator. University shall designate an employee to coordinate with a designee of the Agency in the planning, implementing and coordination of the Student clinical assignments in the Agency. This person will be responsible for ongoing communication between the University and Agency relating to changes or issues involving faculty, curriculum, and policies and/or procedures. Periodic evaluations of the Clinical Experiences will be performed by this person.

2.4 Student Responsibilities. University shall require, via signed acknowledgement, that Students:

2.4.1 Comply with Agency's clinical and administrative policies, procedures, rules and regulations;

2.4.2 Arrange for their own transportation and living arrangements;

2.4.3 Assume responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examinations;

2.4.4 Comply with Agency's dress code and wearing picture name badges identifying themselves as Students;

2.4.5 Attend orientation sessions to be provided by Agency; and

2.4.6 Maintain confidentiality of patient information:

2.4.6.1 No Student shall have access to or have the right to receive any medical record, except when necessary in regular course of the Clinical Experience. The discussion, transmission, or narration in any form by Students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience;

2.4.6.2 Neither University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by the Agency that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations;

2.4.6.3 The Agency shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, Students shall use de-identified information only in any discussions about the Clinical Experience with University, its employees, or agents;

2.5 Meetings. University shall meet on a regular basis but not less than once a year with representatives of Agency.

### **3 Agency Responsibilities**

3.1 Clinical Experience. Agency shall accept from University a number of Students, based on the Agency's good faith representation regarding the availability of space, supervision by preceptors with the support of a Clinical Instructor, as well as other considerations, and shall provide the Students with supervised Clinical Experience up to 90 hours.

3.2 Preceptor. Agency shall provide qualified staff who are prepared to provide appropriate supervision of assigned Students.

3.3 Clinical Instructors. University shall provide nursing staff to provide appropriate supervision of a Preceptor. University shall provide training to the role of a Clinical Instructors. Clinical Instructors will participate in student learning communities to conduct post clinical conferences.

3.4 Agency Designee. Agency shall designate a member of its staff to participate with University's designee in planning, implementing and coordinating the Program on a regular basis but not less than once a year.

3.5 Orientation Program for University Students. Agency shall provide an orientation for Students prior to the commencement of Clinical Experience regarding the clinical activities and patient confidentiality requirements.

3.6 Access to Facilities. Agency shall permit Students enrolled in the Program supervised access to Agency facilities as appropriate and necessary for their Program, provided that the Students' presence shall not interfere with the Agency activities.

**3.7 Withdrawal of Students.** Agency may request that University withdraw from the program any Student who the Agency determines is not performing satisfactorily, refuses to follow the Agency's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for Agency's requests. University shall comply with the request within five (5) days of receipt.

**3.8 Emergency Health Care/First Aid.** Agency shall, on any day when a Student is receiving training at its facilities, provide to that Student necessary emergency health care or first aid for accidents occurring in its facilities at the Student's expense. Except as provided in this paragraph, Agency shall have no obligation to furnish medical or surgical care to any Student.

**3.9 Student Supervision.** Agency shall permit Students to perform services only under the supervision of a clinician/professional on Agency's staff. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their Agency-designated Preceptor. Students are to be regarded as trainees, not employees, and are not to replace Agency's staff.

**3.10 Agency Confidentiality Policies.** As trainees, Students shall be considered members of Agency's workforce, as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Agency's policies respecting confidentiality of medical information. In order to ensure that Students comply with such policies, Agency shall provide Students with substantially the same training and orientation that it provides to its regular employees.

#### **4 Non-Discrimination**

The parties agree that there shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of Students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Student's effective participation in the Program.

#### **5 Status of Students**

The parties expressly understand and agree that the Students enrolled in the Program are in attendance for educational purposes, and such Students are not considered employees of either Agency or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of Agency's "workforce" for purposes of HIPAA compliance. Students may not take the responsibility or the place of qualified staff; however, after demonstrating proficiency, Students may be engaged by Agency outside the Clinical Experience to undertake certain defined activities with appropriate supervision and direction provided such work is non-compulsory, paid, subject to standard Agency employment or contracting policies, and does not interfere with Students' regular academic responsibilities.

#### **6 Confidentiality.**

**6.1 Agency Information.** University recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, University and Students may have access to certain information of Agency that is confidential and constitutes valuable, special and unique property of Agency. University agrees, and shall require Students to agree, that it shall not at any time, (either during or subsequent to the Term of this Agreement), disclose to others, use, copy or permit to be copied, without Agency's express prior written consent, except in connection with the performance

of University's and Student's duties hereunder, any confidential or proprietary information of Agency, including, without limitation, information which concerns Agency's patients, costs, or treatment methods developed by Agency, and which is not otherwise available to the public.

**6.2 Patient Information.** To the extent applicable to this Agreement, the parties agree to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 ("Federal Electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions pertaining to, information related to patients.

The University shall direct its Students and on-site faculty members to comply with the policies and procedures of Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR Parts 160 and 164. Solely for the purpose of defining the Students' role in relation to the use and disclosure of Agency's protected health information, the Students are defined as members of the Agency's workforce, as that term is defined by 45 CFR Section 160.103, when engaged in activities pursuant to this Agreement, and will receive HIPAA training equivalent to what other Agency employees receive. However, the Students are not and shall not be considered to be employees of Agency.

**6.3 Student Information.** Agency acknowledges that the education records of Students assigned to the Agency are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. The Agency agrees to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 with regard to the privacy of educational records concerning any Student assigned to the Agency under this Agreement whether such information is provided by the University, by Students, or developed by the Agency. As a result of this Agreement, Agency shall be considered a "school official" of University and may only transmit, share or disclose educational records without a Student's written consent to other school officials of WGU who have a legitimate educational interest in the records. All other disclosures shall require the written consent of the affected Student and the University.

## **7 Insurance**

**7.1 University and Student Insurance.** University shall procure and maintain in force during the Term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it, its students, and its employees against liability arising from any and all negligent acts or incidents caused by University's students and employees. Coverage under such professional and commercial general liability insurance shall be no less than one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate. Such coverage shall be obtained

from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. University shall provide Agency with evidence of the insurance coverage required under this paragraph, which shall provide for not less than thirty (30) days' notice of cancellation to the Agency. University shall promptly notify Agency of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

**7.2 Agency Insurance.** Agency shall also maintain and provide evidence of worker's compensation and disability coverage for each employee as required by law. Agency shall provide University with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Agency. Agency shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## **8 Indemnification**

**8.1** University agrees to indemnify, defend and hold harmless Agency and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from the University's sole negligence, or in proportion to the University's comparative fault. University will not indemnify Agency for any claims associated with Agency's failure to conduct or verify student criminal background checks, even if the University also is conducting and communicating the results of such checks.

**8.2** Agency agrees to indemnify, defend and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from the Agency's sole negligence, or in proportion to the Agency's comparative fault.

## **9 Term & Termination**

**9.1 Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect for three (3) years. The Term shall be automatically extended for additional Terms of one (1) year each (a "Term Extension"), unless either party provides the other with written notice of termination as provided herein. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Term or the last Term Extension, as applicable.

**9.2 Termination.** This Agreement may be terminated at any time by the written agreement or upon thirty (30) days' advance written notice by one party to the other, provided however, that in no event shall termination take effect with respect to currently enrolled Students, who shall be permitted to complete their training for any term in which termination would otherwise occur.

## **10 General Provisions**

**10.1 Amendments.** In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the Term of this Agreement or any extensions: Section 2.4.6, Section 3.9 to the extent it provides that Students are members of Agency's workforce for purposes of HIPAA, Section 3.10, and Section 5. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or Federal law, it shall be reduced to writing and signed by the parties.

**10.2 Assignment.** Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignments in violation of this Section shall be voided.

**10.3 Captions.** Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

**10.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

**10.5 Entire Agreement.** This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

**10.6 Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

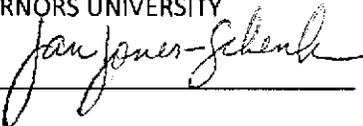
**10.7 Notices.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

**To University:**  
Western Governors University  
Attn: Laura Williams  
4001 South 700 East, Suite 700  
Salt Lake City, UT 84107

**To Agency:**  
Kings County Public Health  
330 Campus Dr.  
Hanford, CA,93230

**10.0 Execution**

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

WESTERN GOVERNORS UNIVERSITY  
Signed:   
Name: Jan Jones-Schenk DHSc, RN, NE-BC  
Title: Chief Nursing Officer  
Date: 10/14/15

AGENCY  
Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

**AGENDA ITEM**  
**November 3, 2015**

**SUBMITTED BY:** Health Department – Keith Winkler/Debbie Grice

**SUBJECT:** MEMORANDUM OF UNDERSTANDING WITH FRESNO-KINGS-MADERA  
REGIONAL HEALTH AUTHORITY

**SUMMARY:**

**Overview:**

In October 2013, Kings County entered into a Memorandum of Understanding (MOU) with the Fresno-Kings-Madera Regional Health Authority, dba CalViva Health, to work collaboratively to ensure access to Medi-Cal health services as required by the California Department of Health Care Services (DHCS). The Department of Public Health provides Targeted Case Management (TCM) services to Medi-Cal beneficiaries. DHCS is requiring that TCM service providers enter into MOUs with managed care health plans to define respective responsibilities and ensure coordination of services. This updated agreement will meet that requirement and it also reflects changes in the Health Department's services that have occurred since 2013.

**Recommendation:**

**Authorize the Chairman to sign the Agreement with Fresno-Kings-Madera Regional Health Authority (CalViva).**

**Fiscal Impact:**

There is no exchange of funds under this Agreement. The Department of Public Health receives funding from the California Department of Health Care Services (DHCS) and other sources to provide specific public health services to Medi-Cal beneficiaries. These revenues are anticipated in the adopted FY 2015/16 budget.

**BACKGROUND:**

In 2008, your Board approved an ordinance to create a Regional Health Authority Commission with the

**(Cont'd)**

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **FRESNO-KINGS-MADERA REGIONAL HEALTH AUTHORITY AGREEMENT INCLUDES TARGETED CASE MANAGEMENT MOU**

**November 3, 2015**

**Page 2 of 2**

counties of Fresno and Madera and signed a Joint Exercise of Powers Agreement (JPA) between the counties of Fresno, Kings and Madera for the joint provision of Medi-Cal managed care and other health services. This local initiative health plan does business as CalViva Health. Under the Two-Plan Model of managed care, a commercial health insurance plan was selected by DHCS to serve the three-county area. That plan is operated by Blue Cross of California Partnership Health Plan, which does business as Anthem Blue Cross.

Targeted Case Management (TCM) consists of comprehensive case management services that assist clients within a specified target population to gain access to needed medical, social, educational and other services. TCM services ensure that the changing needs of the client are addressed on an ongoing basis and appropriate choices are provided among the widest array of options for meeting those needs. Both CalViva Health and the Department of Public Health's TCM Program share a common goal of assuring that Medi-Cal beneficiaries receive a continuum of health care and supportive services across all providers and care settings that are not duplicated.

DHCS is requiring that TCM service providers enter into MOUs with managed care health plans to define their respective responsibilities and ensure coordination of services. This agreement defines protocols to follow in order to avoid duplication of services and activities. These protocols will serve as the basis for the coordination of care and non-duplication of services. The agreement also reflects changes in the programs offered by the Department of Public Health since the previous agreement was signed two years ago, including the closure of the reproductive health clinic. The proposed agreement would replace the 2013 document.

It is expected that a similar agreement with Anthem Blue Cross will be submitted to your Board in the near future.

This agreement has been reviewed and approved by County Counsel.

**AGREEMENT  
BETWEEN FRESNO-KINGS-MADERA REGIONAL HEALTH AUTHORITY  
AND COUNTY OF KINGS**

This Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_ by and between Fresno-Kings-Madera Regional Health Authority and County of Kings, a Political Subdivision of the State of California, on behalf of its Department of Public Health ("County").

**RECITALS**

WHEREAS, The FRESNO-KINGS-MADERA REGIONAL HEALTH AUTHORITY ("RHA") dba CALVIVA HEALTH is the Local Initiative Plan for the Counties of Fresno, Kings and Madera (the "Service Area") and has contracted with the California Department of Health Care Services to provide or arrange for the provision of Medi-Cal managed care services to those Medi-Cal members who are assigned to or enrolled with the RHA in the Service Area; The RHA may also subcontract with other organizations to provide or arrange services for Medi-Cal members assigned to or enrolled with the RHA in the service area; and

WHEREAS, County, through its Department of Public Health, is mandated by State and Federal laws to provide specific public health services to the residents of the County of Kings; and

WHEREAS, CalViva Health is a prepaid full-service health care service plan licensed under the Knox-Keene Health Care Service Plan Act of 1975, as amended (the "Knox-Keene Act"), which has entered into an agreement (the "Medi-Cal Agreement" a copy of which is attached hereto as Attachment 1 and incorporated by reference) with the Department of Health Care Services under the Medi-Cal Managed Care Program for the provision of Health Care Services to persons who enroll in the CalViva Health Local Initiative Medi-Cal Plan for Kings County; and

WHEREAS, the Medi-Cal Agreement (Attachment 1 at Exhibit A, Attachment 18, Section 12 – Local Health Department Coordination, Subsections A and B) requires that CalViva Health enter into a Subcontract (as such term is defined under the Medi-Cal Agreement) with the County for specified public health services for CalViva Health's Medi-Cal Members; and

WHEREAS, CalViva Health and County are qualified and willing to work cooperatively to provide health services on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

**ARTICLE I - DEFINITIONS**

Many words and terms are capitalized throughout this Agreement to indicate that they are defined as set forth in this Section

1.01 CalViva Health Medi-Cal Plan - is the CalViva Health benefit plan covering the provision of Health Care Services to CalViva Health Members pursuant to the Medi-Cal Agreement. The benefits of the CalViva Health Medi-Cal Plan are set forth in the Medi-Cal Agreement.

1.02 Health Care Services - are all medical and ancillary services, including emergency services, which are covered benefits under the CalViva Health Medi-Cal Plan.

1.03 Medi-Cal Fee-for-Service ("FFS") Rate - is the applicable fee-for-service rate determined by the Department of Health Care Services for the service under the Medi-Cal Program. All services to be provided by

County and compensated by CalViva Health pursuant to this Agreement shall be billed by County, and compensated by CalViva Health, at the then current, applicable Medi-Cal FFS Rate.

1.04 Member - is a Medi-Cal beneficiary who is eligible and enrolled in the CalViva Health Medi-Cal Plan for Kings County.

1.05 Primary Care Physician - is either an internist, pediatrician, general practitioner, OB/GYN or family practitioner contracting with CalViva Health, or one of CalViva Health's contracting medical groups, who has been selected by or assigned to a Member for the purpose of providing and coordinating Health Care Services under the CalViva Health Medi-Cal Plan.

## **ARTICLE 2- COUNTY'S RESPONSIBILITIES**

2.01 County Services. The parties acknowledge and agree that County shall continue to provide such federal and state mandated public and community health programs subject to available funding, as are required; and shall further provide such other non-mandated public and community health programs subject to available funding, as the County shall, in its unfettered discretion, determine.

2.02 Non-discrimination. County shall not unlawfully discriminate against any employee nor applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. County shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. County shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12990, *et seq.*) and the applicable regulations promulgated there under (CCR, Title 2, Section 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the CCR are incorporated into this Agreement by reference and made a part hereof as if set forth in full. County shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. County shall include the non-discrimination and compliance provisions of this Section in all subcontracts to perform services under this Agreement.

County shall not discriminate against Members because of race, color, creed, religion, ancestry, marital status, sexual orientation, national origin, age (over 40), sex, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law or regulation.

2.03 County Subcontracts.

2.03.01 Subcontracts. County shall maintain and make available to the State Department of Health Care Services and CalViva Health copies of all executed County subcontracts for the performance of Health Care Services under this Agreement. All County subcontracts shall be in writing and shall be consistent with the terms and provisions of this Agreement and in compliance with applicable State and federal laws. Each County subcontract shall contain the amount of compensation that the County subcontractor will receive under the term of the County subcontract. Each County subcontract shall also provide that the State of California, State Department of Health Care Services, CalViva Health and Members are held harmless in the event County does not pay for subcontracted services under any County subcontract.

2.03.02 Records. County shall require all its subcontractors to make their books and records pertaining to Health Care Services available at all reasonable times for inspection, examination, or copying by the State Department of Health Care Services, the California Department of Managed Health Care ("DMHC"), the United States Department of Justice ("DOJ"), the United States Department of Health and Human Services ("DHHS") and CalViva Health. County shall also require all its subcontractors to retain such books and records for a term of at least five years from the close of the fiscal year in which the County subcontract is in effect.

2.03.03 Continuing Care Requirements. County shall require all its health care providers to assist County and CalViva Health in the orderly transfer of the medical care of Members in the event of termination

of the Medi-Cal Agreement, including, without limitation, making available to the State Department of Health Care Services copies of medical records and any other pertinent information necessary for efficient case management of Members, as determined by the State Department of Health Care Services, subject to compliance with federal, state and local confidentiality law.

2.04 Collection of Charges from Members. Neither County nor any of its subcontracted health care providers shall in any event, including, without limitation, non-payment by CalViva Health, insolvency of CalViva Health, or breach of this Agreement, bill, charge, collect and deposit, or attempt to bill, charge, collect or receive form of payment, from any Member for Health Care Services provided pursuant to this Agreement. Neither County nor any County subcontracted health care provider shall maintain any action at law or equity against a Member to collect sums owed by CalViva Health to County. However, County may collect against a person receiving services from the County who is determined to be ineligible under the Medi-Cal Program at the time of service. In addition, County may bill the State Department of Health Care Services under the Medi-Cal Fee-For-Service Program for services provided by the County to a Medi-Cal beneficiary who is determined to not be a Member at the time of service. Upon notice of any violation of this paragraph, CalViva Health may terminate this Agreement pursuant to Section 9.02 and take all other appropriate action consistent with the terms of this Agreement to eliminate such charges, including, without limitation, requiring County, and County health care providers to return all sums improperly collected from Members or their representatives.

Each contract between County and a subcontracted County health care provider shall provide that in the event that County fails to pay the provider, the Member shall not be liable to the provider for any sums owed by County.

County and CalViva Health's obligations under this paragraph shall survive the termination of this Agreement with respect to Health Care Services provided during the term of this Agreement without regard to cause of termination of this Agreement.

### **ARTICLE 3 - RESPONSIBILITIES OF CalViva Health**

3.01 CalViva Health Services. CalViva Health shall arrange for the provision of health care for its Members through contracts with independent health care providers ("Contracting Providers"). CalViva Health covers Health Care Services but it does not provide Health Care Services.

CalViva Health shall do the following:

3.01.01 Require that its Contracting Providers comply with all laws requiring the reporting of certain diseases. CalViva Health will disseminate to its Contracting Providers the information provided by the County regarding local community resources.

3.01.02 Require that its Primary Care Physicians provide primary care, preventive services and early intervention.

3.01.03 Promote organized managed care systems that reduce fragmentation in case management and which improve quality of care.

3.01.04 Refer Members to local agencies and organizations providing health services and health programs for low-income persons where such services are not provided by CalViva Health and its Contracting Providers.

3.01.05 Assist County to determine the membership status of Members and to which primary care physician they have been assigned.

3.01.06 Make every reasonable effort to provide linguistic services for non-English speaking and limited English speaking Members and who speak Spanish or Hmong, as their primary language. In the event that a

Member seeks services from County and County has exhausted reasonable resources in an effort to provide linguistic services to the Member, CalViva Health agrees to provide linguistic services to that Member.

3.01.07 Comply with the terms of the Medi-Cal Agreement.

#### **ARTICLE 4 - INDEPENDENT CONTRACTOR**

4.01 Independent Contractor Relationship. The relationship between the parties is one of independent contractors. Nothing in this Agreement is intended to create nor will be deemed or construed to create any relationship between the parties other than that of independent contractors. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

4.02 Indemnification. CalViva Health agrees to indemnify, hold harmless, and at County's request, defend the County, its officers, agents and employees from any and all costs and expenses, damages, liabilities, claims and losses, occurring or resulting to County in connection with the performance, or failure to perform, by CalViva Health, its officers, agents or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CalViva Health, its officers, agents or employees under this Agreement.

County agrees to indemnify and hold harmless, and at CalViva Health's request, defend CalViva Health, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses, occurring or resulting to CalViva Health, in connection with the performance or failure to perform by County, its officers, agents, and employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses, occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance or failure to perform, of County, its officers, agents, or employees, under this Agreement.

#### **ARTICLE 5 - JOINT RESPONSIBILITIES**

5.01 Notwithstanding any provision of this Agreement to the contrary, the parties understand and agree that responsibility for performance of certain services under this Agreement will be shared by the parties. The specified public health services under this Agreement to involve shared responsibilities are contained in Attachment 2 which is attached hereto and incorporated herein by reference:

##### **5.02 Dispute Resolution**

The parties' intent is to attempt to resolve their disputes informally to the maximum extent possible. In that spirit, the parties shall negotiate in good faith all matters of joint concern with the intention of resolving issues between them in a mutually satisfactory manner. Only disputes within the scope of the Agreement are subject to this Section; neither disputes internal to one party nor disputes involving third parties, are subject to these procedures.

If a dispute arises during the term of the Agreement, then within three (3) business days after a written request by either party, the County's representative and CalViva Health's representative or a person so designated by either such representative, shall confer to resolve the issue. If the representatives or the designated person, as the case may be, cannot resolve the dispute or either party determines they are not making progress toward resolution of the issue within twenty (20) days after their initial conference, then the dispute may upon agreement of both parties be submitted to a delegate of the County Board of Supervisor's ("County Delegate") and a delegate of CalViva Health ("CalViva Health Delegate"). If the parties do not agree to do so, the County Delegate and the CalViva Health Delegate cannot resolve the dispute, or either one of them determines that they are not making reasonable progress towards resolution of the issue within twenty (20) days after the issue was first submitted to them, then the parties reserve the right to resolve such dispute in any manner provided by law. The California Department of Health Care

Services Medi-Cal Managed Care Division will be notified when disputes cannot be resolved at the first dispute resolution step.

#### **ARTICLE 6 –COMPENSATION/INVOICING**

6.01 CalViva Health agrees to pay County and County agrees to receive compensation at the Medi-Cal Fee-For-Service Rate (FFS) for all services that County provides to Members, unless otherwise indicated in Exhibit A. Contractor shall pay the Medi-Cal FFS Rate for all valid claims submitted by County. It is understood that all expenses incidental to CalViva Health's performance of actual services under this Agreement shall be borne by CalViva Health.

6.02 County shall invoice CalViva Health monthly, electronically or in duplicate addressed to CalViva Health, 1315 Van Ness Avenue, Suite 103, Fresno, CA 93721, Attention: Sr. Public Health Administrator.

#### **ARTICLE 7 -ADMINISTRATION**

The County's Director of Public Health, or his or her authorized designee, shall have the authority to administer this Agreement on behalf of County. CalViva Health's Chief Executive Officer, or his or her designee, shall have the authority to administer this Agreement on behalf of CalViva Health.

#### **ARTICLE 8 –TERM**

This Agreement shall become effective on execution by both parties. Notwithstanding the aforementioned, this Agreement shall only become effective upon approval by the DHCS in writing or by operation of law where the State has acknowledged receipt of the proposed Agreement and has failed to approve or disapprove the proposed Agreement within sixty (60) calendar days of receipt. This Agreement shall automatically be extended for an unlimited number of one (1) year extensions upon the same terms and conditions herein set forth, unless written notice of request to renegotiate in good faith or written notice of non-renewal is given by CalViva Health or County or County's Department of Public Health Director, or designee, not later than thirty (30) working days prior to the close of the current Agreement term.

#### **ARTICLE 9 – TERMINATION**

9.01 Non-Allocation of Funds. The terms of this Agreement, and the services to be provided hereunder by County, are contingent upon the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement may be immediately terminated.

9.02 Breach of Contract. Either party may terminate this Agreement where there is a breach of a material provision of this Agreement by the other party, upon providing written notice and a description of the breach and a 30-day cure period for such breach. In no event shall any payment by County constitute a waiver by County of any breach of this Agreement or any default which may then exist on the part of CalViva Health. Neither shall such payment impair or prejudice any remedy available to County with respect to the breach or default. County shall have the right to demand of CalViva Health the repayment to County of any funds disbursed to CalViva Health under this Agreement, which in the judgment of County were not expended in accordance with the terms of this Agreement. CalViva Health shall promptly refund any such funds upon demand or, at County's option; such repayment shall be deducted from future payments owing to CalViva Health under this Agreement.

9.03 Without Cause. This Agreement may be terminated by either party upon the giving of 30 days advance written notice of an intention to terminate to the other and to the California Department of Health Care Services.

9.04 Termination of Medi-Cal Agreement. This Agreement shall immediately terminate upon the termination or nonrenewal of the Medi-Cal Agreement. Such termination of obligations shall be accomplished by delivery of written notice to County of the date upon which such termination shall become effective, but in no event shall such termination become effective prior to ten days after receipt of such notification.

#### **ARTICLE 10 - RECORDS AND DATA COLLECTION; AUDITS AND INSPECTIONS**

10.01 Maintenance of Records. County shall maintain and provide to the State Department of Health Care Services, DMHC, DOJ, DHHS and CalViva Health all books, records, patient records, encounter data (in a format approved by CalViva Health), and other information as may be necessary for compliance by the parties with the Knox-Keene Act, the Waxman-Duffy Act, and all other applicable law. Such books and records shall be maintained in a form in accordance with the general standards and laws applicable to such book or record keeping, including medical histories, records and reports from other providers, hospital discharge summaries, and such other information as said parties may require or as necessary to disclose the quality, appropriateness or timeliness of Health Care Services provided to Members under this Agreement. The obligations under this Section shall not terminate upon the termination of this Agreement, whether by rescission or otherwise.

The parties shall keep and maintain their books and records on a current basis in accordance with general standards for book and record keeping. The parties shall retain said records for a term of at least five years from the close of each fiscal year in which this Agreement is in effect.

10.02 Right to Inspect. County shall make available for inspection, examination or copying by the State Department of Health Care Services, DMHC, DOJ, DHHS and CalViva Health at reasonable times at County's usual place of business, or at such other mutually agreeable place in California, all books, records, patient records, encounter data, and other information relating to the services provided pursuant to this Agreement, including, but not limited to, Member patient records, subject to the confidentiality restrictions set forth in Section 10.03, and financial records pertaining to the cost of operations and income received for Health Care Services provided to Members. The right of said parties to inspect, evaluate and audit such records shall extend through five years from the date of termination of this Agreement.

10.03 Confidentiality. The parties shall maintain the confidentiality of Member medical records and related information in accordance with applicable federal, State and local laws, including, without limitation, Title 45, Section 250.50 of the Code of Federal Regulations, and Welfare and Institutions Code Section 14100.2 and the regulations promulgated there under. Where required by law, the parties shall obtain a specific written authorization from the Member prior to releasing the Member's medical records. The parties shall establish and maintain procedures and safeguards so that no information pertaining to Members contained in the parties' records or obtained from the State Department of Health Care Services in carrying out the terms of this Agreement shall be used or disclosed by the parties or their agents or employees other than for purposes directly connected with the administration of the CalViva Health Medi-Cal Plan.

10.04 Provision of Data. The parties shall jointly and separately maintain statistical records and data relating to the utilization of Health Care Services by Members as required for the administration of the CalViva Health Medi-Cal Plan and in compliance with all State Department of Health Care Services and DMHC statistical, financial and encounter data reporting requirements. Encounter data shall be submitted in a format mutually agreed upon by CalViva Health and County, and on a timely basis so that CalViva Health can meet its regulatory reporting requirements.

#### **ARTICLE 11 - MISCELLANEOUS**

11.01 Assignment. This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by the parties and shall not be subject to execution, attachment or similar process nor shall the duties imposed herein be subcontracted or delegated without the written consent of the other party. Any assignment or delegation of the Agreement shall be void unless prior written approval is obtained from the State Department of Health Care Services and the other party.

11.02 Amendments. Any matters of this Agreement may be renegotiated and modified from time to time pursuant to the mutual written agreement of the parties and subject to approval of DHCS in writing.

11.03 Notices. All notices required or permitted by this Agreement shall be in writing and may be delivered in person or may be sent by regular, registered or certified mail or United States Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in the manner specified in this Section. The addresses below shall be the particular party's address for delivery or mailing of notice purposes:

To County: Kings County Department of Public Health  
330 Campus Drive  
Hanford, CA 93230  
Attention: Keith Winkler, Director of Public Health Department

With Copy to: Kings County Counsel  
1400 W. Lacey Blvd, Law Bdg. #4  
Hanford, CA 93230

To CalViva Health.: CALVIVA HEALTH  
1315 Van Ness Ave, Fresno, CA 93721  
Attention: Gregory Hund, Chief Executive Officer

The parties may change the names and addresses noted above through written notice in compliance with this Section. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark date. If sent by regular mail, the notice shall be deemed given 48 hours after the notice is addressed and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the United States Postal Service or other courier. If any notice is transmitted by facsimile transmission or similar means, the notice shall be deemed served or delivered upon telephone confirmation of receipt of the transmission, provided a copy is also delivered via delivery or mail.

11.04 Entire Agreement. This Agreement, including the exhibits and attachments referred to and specifically incorporated herein contains all the terms and conditions between County and CalViva Health concerning the subject matter of this Agreement and supersedes all other agreements, oral or otherwise.

11.05 Provisions Severable. The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision.

11.06 Headings. The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not expressly, or by implication, limit or define or extend the specific terms of the section so designated.

11.07 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

11.08 Governing Law and Compliance with Medi-Cal Agreement. This Agreement shall be governed in all respects by the laws of the State of California and applicable federal law, including, without limitation, (i) the Knox-Keene Health Care Service Plan Act and the regulations promulgated thereunder by the DMHC; and (ii) the Waxman-Duffy Act and the regulations promulgated thereunder by the State Department of Health Care Services.

11.09 Attorney Fees and Costs. If any action at law or suit in equity or arbitration is brought to enforce or interpret the provisions of this Agreement or to collect any monies due hereunder, the prevailing party shall be

entitled to reasonable attorney fees and reasonable costs, together with interest allowed by law but in no event to exceed ten percent per annum, in addition to any and all other relief to which it may otherwise be entitled.

IN WITNESS WHERE OF, the parties have executed this Agreement on the date first above written.

COUNTY  
COUNTY OF KINGS  
A Political Subdivision of the State of California

FRESNO- KINGS- MADERA  
REGIONAL HEALTH AUTHORITY ("RHA")  
doing business as CalViva Health

By: \_\_\_\_\_

Title: Richard Fagundes  
Chairman, Board of Supervisors

By:  \_\_\_\_\_

Title: Gregory E. Hund,  
Chief Executive Officer CalViva Health

ATTEST:

ATTEST:

By: \_\_\_\_\_

Catherine Venturella, Clerk  
Board of Supervisors

By:  \_\_\_\_\_  
William E. Gregor, Chief Financial Officer

Date: \_\_\_\_\_

Date: 10/22/15 \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Colleen Carlson, County Counsel

**ATTACHMENT 1 – Medi-Cal Agreement Between CalViva Health and California Department of Health  
Care Services**

ATTACHMENT 2 – Joint Responsibility Details

Sexually Transmitted Disease ("STD") services. County is responsible for surveillance, control, diagnosis and treatment of STDs in Kings County. The focus of the STD Program is on the classic Sexually Transmitted Diseases. County will continue to provide direct clinical services through its County STD clinics.

County shall make all reasonable efforts to provide related medical records to the Member's Primary Care Physician.

CalViva Health shall compensate the County for STD services covered under the Medi-Cal Agreement that are provided to Members up to the one visit per disease episode limitation described in the Medi-Cal Agreement. Compensation shall be at the Medi-Cal FFS Rate and shall be paid within 30 working days after CalViva Health's receipt of the County's claim for same. CalViva Health's request for production of related treatment records shall be limited to those instances where it needs such records to adjudicate the claim, and the request for records will be limited to those records that are pertinent to the claim. CalViva Health shall reimburse STD services provided by the County in accordance with the requirements of MMCD Policy Letter No. 96-09, which is hereby incorporated by reference as if set forth herein in full. Reimbursements will be made on the following episodes: Bacterial Vaginosis, Trichomoniasis, Candidiasis – one (1) visit; Primary, Secondary, Early Latent and Late Latent Syphilis – maximum of six (6) visits; Chancroid – initial visit and up to two (2) follow-up visits; Lymphogranuloma Venereum (LGV), Granuloma Inguinate – three (3) visits; Herpes Simplex – one (1) visit; Gonorrhea, non-gonococcal urethritis, chlamydia – one (1) – two (2) visits; Human Papilloma Virus – one (1) visit with referral to PCP for follow-up; and PID – initial visit and two (2) follow-ups. County shall require that its STD section staff advise Members to obtain follow-up STD care from CalViva Health's Contracting Providers and CalViva Health's Contracting Providers shall provide such follow-up care.

Additionally, the parties will collaborate in providing STD services in the manner described in this Section and the following table.

Category	Responsibility of County STD Section	Responsibility of CalViva Health
Liaison	<ol style="list-style-type: none"> <li>1. Appoint a liaison to coordinate activities with CalViva Health and to notify County STD Program staff of their roles and responsibilities.</li> <li>2. Liaisons will meet at least quarterly and more frequently if requested by either liaison.</li> </ol>	<ol style="list-style-type: none"> <li>1. Appoint a liaison to coordinate activities with County STD section staff and to notify CalViva Health employees and Contracting Providers of their roles and responsibilities.</li> <li>2. Liaisons will meet at least quarterly and more frequently if requested by either liaison.</li> </ol>
Policies and Procedures	Maintain a copy of pertinent CalViva Health policies and procedures, as appropriate.	Provide a copy of pertinent CalViva Health policies and procedures to the local health department.
Education and Outreach	<p>Within available resources as determined by County:</p> <ol style="list-style-type: none"> <li>1. Responsible for community-wide education to enhance community understanding of section objectives and availability of services.</li> <li>2. Providing community outreach in communities at risk for STDs.</li> </ol>	Educate Contracting Providers and Members about STD issues and methods to reduce risks of acquiring STDs.

Category	Responsibility of County STD Section	Responsibility of CalViva Health
Reporting	<ol style="list-style-type: none"> <li>1. Informing Contracting Providers on the reporting procedures and requirements.</li> <li>2. Submitting reports to CalViva Health on the status of STD control in the County.</li> </ol>	<ol style="list-style-type: none"> <li>1. Reinforce to Contracting Providers their obligation to report the identification of reportable STDs to the County STD Section.</li> <li>2. CalViva Health Contracting laboratories are responsible for reporting identification of STDs to the LHD as required by Title 17, CCR Section 2505 "Notification by Laboratories".</li> <li>3. Provide training for CMR Reporting Law changes as necessary.</li> <li>4. Document therapy on CMR.</li> </ol>
Contact Investigation	<p>Conduct contact investigations on CalViva Health Members diagnosed with the following STIs: syphilis, gonorrhea, chlamydia, LGV and chancroid. County may contact Members with confirmed cases of the above STDs to obtain information on sexual contacts and to assure treatment of contacts.</p>	<p>CalViva Health Contracting Providers are responsible for cooperating with County STD Section in conducting investigations of Members with STDs.</p>
Treatment	<p>Providing STD services through County STI clinics and qualified family planning providers to CalViva Health Members at Members' request.</p>	<ol style="list-style-type: none"> <li>1. Providing Members access to STD services from Contracting and non-Contracting Providers without prior authorization of coverage.</li> <li>2. CalViva Health Contracting Providers are responsible for providing follow-up care, which includes, but are not limited: follow-up visits, education, and counseling.</li> </ol>
Monitoring and Conflict Resolution	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> <li>3. Conduct an annual review of this Agreement.</li> </ol>	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> <li>3. Conduct an annual review of this Agreement.</li> </ol>

Confidential HIV counseling and testing. County will continue the HIV counseling and testing services as currently designed.

County shall provide confidential HIV counseling and testing services to Members at the Member's request without seeking prior authorization of coverage from CalViva Health. CalViva Health shall compensate the County for confidential HIV testing services covered under the Medi-Cal Agreement that are provided to Members. Compensation shall be at the Medi-Cal FFS Rate and shall be made within 30 working days after CalViva Health receipt of the County's claim for same. CalViva Health will be responsible to compensate County for these services if the claim is accompanied by the Member's consent to submit the claim. CalViva Health is responsible for arranging for HIV counseling and testing of its Members, as indicated.

County shall make all reasonable efforts, consistent with current laws, to report confidential results to the Member's Primary Care Physician.

Category	Responsibility of County HIV Section	Responsibility of CalViva Health
Liaison	<ol style="list-style-type: none"> <li>1. Appoint a Liaison to coordinate activities with CalViva Health.</li> <li>2. Notify HIV/AIDS Program staff of their roles and responsibilities.</li> <li>3. Liaisons will meet at least quarterly and more frequently if requested by either liaison.</li> </ol>	<ol style="list-style-type: none"> <li>1. CalViva Health will appoint a liaison to coordinate activities with the HIV/AIDS Program.</li> <li>2. Notify CalViva Health staff and contracting providers of their roles and responsibilities.</li> <li>3. Liaisons will meet at least quarterly and more frequently if requested by either liaison.</li> </ol>
Provider Education	<ol style="list-style-type: none"> <li>1. County will provide, on request from CalViva Health, technical assistance, training, and material related to HIV prevention, education, counseling, and testing, including providing mandatory services to pregnant women and adolescents.</li> <li>2. County will assist CalViva Health contracting providers who provide HIV testing and counseling services to CalViva Health Members to obtain HIV pre- and post-test counselor training.</li> <li>3. County will provide CalViva Health with timely information about any trainings offered by County related to HIV counseling, testing, treatment, prevention, etc.</li> </ol>	<ol style="list-style-type: none"> <li>1. CalViva Health will inform contracting providers of their responsibility to assess all members for risk factors for HIV infection and to appropriately counsel and offer HIV testing, including providing mandatory services to pregnant women and adolescents.</li> <li>2. CalViva Health will provide information to providers regarding consent and test result disclosure information.</li> <li>3. CalViva Health will promote County training opportunities to contracting providers through existing communication channels.</li> <li>4. No certification is required for CalViva Health contracting providers who provide pre- and post- HIV test counseling services to CalViva Health Members.</li> </ol>

Category	Responsibility of County HIV Section	Responsibility of CalViva Health
Consent	<ol style="list-style-type: none"> <li>1. Test site will obtain written authorization from Members regarding to which test results should be forwarded.</li> </ol>	<ol style="list-style-type: none"> <li>1. PCPs will request that Members provide written authorization to obtain test results.</li> <li>2. CalViva Health will educate contracting providers on the proper procedures for obtaining test results and intra-office confidentiality requirements to be followed.</li> </ol>
Follow-up	<ol style="list-style-type: none"> <li>1. Results of tests will be forwarded to provider under strict adherence to confidentiality regulations.</li> <li>2. Coordinate with CalViva Health to train test site staff regarding patient completion of written authorization for release of test results.</li> <li>3. Provide identification, notification and follow-up of sex and needle-sharing partners of HIV positive clients whether they are or are not Members of CalViva Health.</li> </ol>	<ol style="list-style-type: none"> <li>1. CalViva Health will encourage contracting providers to contact the test site if results have not been returned within 30 days.</li> <li>2. CalViva Health will encourage PCPs to counsel and coordinate care for HIV positive Members with County HIV/AIDS Program.</li> <li>3. If test is negative, contracting provider may provide further counseling and education regarding risk factors.</li> <li>4. CalViva Health contracting providers will refer HIV positive Members to County for partner notification services as indicated.</li> </ol>
Health Education and Outreach	<p>Quarterly, provide CalViva Health with a listing of locations and times when confidential HIV testing is available.</p>	<ol style="list-style-type: none"> <li>1. CalViva Health will inform Members of the availability of confidential and anonymous HIV testing from County HIV test sites.</li> <li>2. CalViva Health makes health education materials, including STI and HIV materials, available to contracting providers at no cost to them by provider written request.</li> </ol>

Category	Responsibilities of County HIV Program	Responsibilities of CalViva Health
Billing	County will bill CalViva Health when County provides confidential HIV testing to Members.	CalViva Health will reimburse County at Medi-Cal FFS rates within 30 days when County provides confidential HIV testing to Members and submits claims with all required information within 6 months of provision of services.
Quality Improvement and Data Collection	<ol style="list-style-type: none"> <li>1. Submit available HIV data to CalViva Health.</li> <li>2. Share with CalViva Health relevant HIV/AIDS disease reports, as requested.</li> <li>3. Participate in CalViva Health's Quality Improvement Program, as CalViva Health requests.</li> </ol>	<ol style="list-style-type: none"> <li>1. Maintain quality improvement program in accordance with the requirements of the Medi-Cal Agreement and Knox Keene Health Care Service Plan Act.</li> <li>2. Inform contracting providers, including laboratories, of legal reporting requirements related to AIDS diagnosis.</li> </ol>
Monitoring and Conflict Resolution	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> <li>3. Conduct an annual review of this Agreement.</li> </ol>	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> <li>3. Conduct an annual review of this Agreement.</li> </ol>

**Immunizations.** County will promote immunizations in its efforts to prevent the transmission of vaccine-preventable disease. County will also maintain capacity to rapidly immunize children and adults. Members who self-refer to the County shall be immunized at that visit.

CalViva Health shall compensate the County for the administration of immunizations covered under the Medi-Cal Agreement that are provided to Members. Compensation shall be at the Medi-Cal FFS Rate for administration of immunizations and shall be made within 30 working days after CalViva Health's receipt of the County's claim for same. CalViva Health's request for production of related treatment records or documentation of a Member's refusal to release medical records shall be limited to those instances where it needs such records to adjudicate the claim, and the request for records will be limited to those records that are pertinent to the claim. Additionally, CalViva Health will not reimburse County for an immunization provided to a Member who was already up to date on the immunization, based on the available information at the time of service.

Additionally, the parties will collaborate in providing immunization services in the manner described in this Section and the following table.

Category	Responsibility of County Immunization Section	Responsibility of CalViva Health
Liaison	<ol style="list-style-type: none"> <li>1. Appoint the Liaison for the Immunization Section to coordinate activities with CalViva Health.</li> <li>2. Notify County Immunization Section staff of their roles and responsibilities.</li> <li>3. Liaisons will meet at least quarterly and more often if requested by either liaison.</li> </ol>	<ol style="list-style-type: none"> <li>1. CalViva Health will appoint a liaison to coordinate activities with the Immunization Section.</li> <li>2. Notify CalViva Health staff and contracting providers of their roles and responsibilities.</li> <li>3. Liaisons will meet at least quarterly and more often if requested by either liaison.</li> </ol>
Policies and Procedures	Maintain a copy of pertinent CalViva Health policies and procedures, as appropriate.	Provide a copy of pertinent CalViva Health policies and procedures to the local health department.
Education	<ol style="list-style-type: none"> <li>1. Keeping CalViva Health apprised of current Advisory Committee on Immunization Practices (ACIP).</li> <li>2. LHD will continue to participate in training available on immunization information via satellite or other in-service method and notify CalViva Health and other local providers of the availability of this training.</li> </ol>	<ol style="list-style-type: none"> <li>1. Educating Contracting Providers and Members about the importance of immunizations.</li> <li>2. Training will be provided to Contracting providers to assure that current and appropriate immunization information is available.</li> <li>3. CalViva Health assists contracting providers to access free vaccines through the Vaccines for Children (VFC) Program.</li> </ol>

Category	Responsibility of County Immunization Section	Responsibility of CalViva Health
Reporting	<ol style="list-style-type: none"> <li>1. Provide CalViva Health with current (annually) immunization rates for County, as determined by California Department of Health Care Services, Immunization Section.</li> <li>2. Inform CalViva Health when County provides an immunization to a CalViva Health Member.</li> <li>3. Provide to CalViva Health's Primary Care Physicians, at their request, information.</li> <li>4. Collecting, processing and evaluating all vaccine related preventable disease reporting required under the California Health and Safety Code.</li> </ol>	<ol style="list-style-type: none"> <li>1. CalViva Health Contracting Providers are required to report to County all vaccine preventable diseases and all cases of Hbs Ag positive pregnant women</li> <li>2. CalViva Health will report its rates of immunization for its Members to the State Department of Health Care Services</li> <li>3. CalViva Health's Contracting Providers will provide to County, at County's request, information on immunizations given to a CalViva Health Member.</li> </ol>
Providing Childhood Immunizations	Conduct immunization clinics to provide immunizations to the community and Members at established County sites.	<ol style="list-style-type: none"> <li>1. CalViva Health's Contracting Providers will provide immunizations to child Members in accordance with CalViva Health's standards and the ACIP recommendations.</li> <li>2. CalViva Health's Primary Care Physicians will utilize a reminder recall system to notify Members when immunizations are due.</li> </ol>
Providing Adult Immunizations	Providing information to CalViva Health on recommendations for adult immunizations.	CalViva Health's Contracting Providers will provide immunizations to its adult Members in accordance with CalViva Health's standards and the recommendations of the United States Public Health Service.

Category	Responsibility of County Immunization Section	Responsibility of CalViva Health
Tracking	<ol style="list-style-type: none"> <li>1. LHD will work with CalViva Health to add CalViva Health Contracting providers the California Immunization Registry (CAIR).</li> <li>2. Enter into an agreement with CalViva Health to allow access to patient records for CalViva Health members under the terms and conditions outlined in the MOU between Kings County Public Health Services Immunization Registry and Participating Providers/Agencies.</li> </ol>	<ol style="list-style-type: none"> <li>1. CalViva Health will work with the LHD to encourage Contracting providers to participate in CAIR.</li> <li>2. Enter into an agreement with CAIR to access patient records for CalViva Health members under the terms and conditions outlined in the MOU between Kings County Public Health Services Immunization Registry and Participating Providers/Agencies.</li> </ol>
Monitoring and Conflict Resolution	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> <li>3. Conduct an annual review of this Agreement.</li> </ol>	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> <li>3. Conduct an annual review of this Agreement.</li> </ol>

Maternal Child and Adolescent Health. County provides leadership, coordination, planning, development and support of public health programs designed to ensure optimal maternal and fetal outcome of pregnancy and health services for women and children of Kings County. The Comprehensive Perinatal Services Program (“CPSP”) is a Medi-Cal Program that provides enhanced perinatal services in accordance with Title 22 of the California Code of Regulations, to low income pregnant women in the areas of nutrition, health education, and psycho/social assessments, reassessments, interventions and case coordination.

The parties will collaborate in providing maternal and child health services and provider training in the manner described in this Section and the following table.

Category	Responsibility of County MCAH	Responsibility of CalViva Health
Liaison	<ol style="list-style-type: none"> <li>1. The MCAH Director or designee will coordinate activities with CalViva Health and will notify County MCAH staff of their roles and responsibilities. <ul style="list-style-type: none"> <li>▪ The Perinatal Services Coordinator (PSC) will be the liaison with CalViva Health for all Comprehensive Perinatal Services Program (CPSP) activities.</li> <li>▪ The goal of the PSC is to communicate and collaborate with CalViva Health to improve pregnancy outcomes, encourage early access to prenatal care and give every baby a healthy start in life (OB Access Program leading to AB 3021. Margolin 1984)</li> </ul> </li> <li>2. MCAH will meet at least quarterly and more frequently if requested by either liaison.</li> <li>3. MCAH will Work with CalViva Health to develop, implement and coordinate a work plan as indicated.</li> </ol>	<ol style="list-style-type: none"> <li>1. Appoint a liaison to coordinate activities with County MCAH staff and to notify CalViva Health employees and Contracting Providers of their roles and responsibilities.</li> <li>2. Meet at least quarterly and more frequently if requested by either liaison.</li> <li>3. Work with Health Services Agency to develop, implement and coordinate a work plan as indicated.</li> </ol>
Policies and Procedures	MCAH will Maintain a copy of pertinent CalViva Health policies and procedures, as appropriate.	Provide a copy of pertinent CalViva Health policies and procedures to the local health department.

Category	Responsibility of County MCAH	Responsibility of CalViva Health
Outreach	<ol style="list-style-type: none"> <li>1. MCAH will outreach in high risk areas based on perinatal indicators, follow up on referrals from the Department of Human Services and other sources of Medi-Cal enrollment and comprehensive case management.</li> <li>2. MCAH will outreach to potentially eligible pregnant women and assist them in accessing care, including medical care, Medi-Cal services, reproductive health services and other support services when they are identified through usual referral sources.</li> </ol>	<ol style="list-style-type: none"> <li>1. Inform Members of maternal and child health services available from MCAH and CalViva Health</li> <li>2. CalViva Health will collaborate with MCAH outreach to reasonably ensure early access to care upon notification of pregnant Members.</li> </ol>
Appointment Scheduling and Transportation Assistance	<p>MCAH program staff will assist in linking eligible pregnant women with CalViva Health as appropriate and as identified through the established outreach systems.</p>	<ol style="list-style-type: none"> <li>1. CalViva Health's Primary Care Physicians are responsible for referring Members to appropriate physician specialist services and Obstetricians providing CPSP services.</li> <li>2. CalViva Health will provide transportation assistance to disabled Members in accordance with its transportation policy.</li> </ol>
Health Education	<ol style="list-style-type: none"> <li>1. The MCAH program will collaborate with the State Department of Public Health MCAH Program and/or CalViva Health in provider education, as mutually agreed and as described in the work plan.</li> <li>2. As resources allow, the MCAH program may perform community-wide education on relevant MCAH topics, as per established MCAH outreach/education systems.</li> </ol>	<ol style="list-style-type: none"> <li>1. Educating Contracting Providers and staff regarding perinatal issues and women's health.</li> <li>2. CalViva Health and its Contracting Providers will provide member education materials and face-to-face education regarding perinatal issues and women's health.</li> <li>3. CalViva Health will collaborate with MCAH on provider education relevant to CPSP guidelines.</li> </ol>

Category	Responsibility of County MCAH	Responsibility of CalViva Health
Case Management	<ol style="list-style-type: none"> <li>1. MCAH will provide technical assistance and consultation to CalViva Health on available perinatal and community resources and linkages, as requested.</li> <li>2. MCAH may assist in providing coordination of care and supplemental support services for CalViva Health members who are identified as high risk for the duration of the pregnancy through referrals from CalViva Health, including women who lose Medi-Cal Managed care plan benefits.</li> </ol>	<ol style="list-style-type: none"> <li>1. CalViva Health's Primary Care Physicians are responsible for primary care case management, coordination of referrals and continuity of care.</li> <li>2. CalViva Health's Primary Care Physicians are responsible for following up on missed appointments.</li> <li>3. CalViva Health's Primary Care Physicians are responsible for assessing and referring pregnant women when appropriate to available community resources, including genetic screening and counseling, public health nursing services, lactation services and WIC.</li> </ol>
CPSP Application Approval	<ol style="list-style-type: none"> <li>1. The PSC will provide to CalViva Health on a quarterly basis any changes in the CPSP application process.</li> <li>2. The PSC will assist providers in the CPSP application process.</li> <li>3. The PSC will provide CalViva Health with a list of State-approved CPSP providers on a quarterly basis.</li> </ol>	<ol style="list-style-type: none"> <li>1. Primary responsibility for provider recruitment and credentialing on CPSP Panel</li> <li>2. Encourage providers not already approved by the State to provide CPSP services to apply to the State for approval.</li> <li>3. Encourage and support CPSP community training and education provided by State and local MCAH for Contracting providers and their staff.</li> </ol>

Category	Responsibility of County MCAH	Responsibility of CalViva Health
<p>Planning and Referral of Services</p>	<p>1. MCAH will collaborate with CalViva Health in identifying unmet health and service needs.</p>	<p>1. Identifying service needs or gaps and developing a plan for addressing them, e.g., language, literacy, cultural competency.</p> <p>2. Developing procedures for continuity of care following termination of a Member's coverage with CalViva Health.</p>
<p>Data Collection and Quality Assurance</p>	<p>1. MCAH Director retains responsibility for ongoing review of health status indicators, such as infant morbidity and mortality, and statistics that contribute to them.</p> <p>2. At the State's request, the PSC will assist the State in follow-up of corrective action plans identified by audits.</p> <p>3. The PSC will provide consultation to CalViva Health on, and conduct ongoing review of, CPSP requirements; initial assessment care plan and intervention protocols as implemented by CalViva Health Contracting Providers.</p> <p>4. The PSC will collaborate on quality management compliance and oversight activities with CPSP providers.</p>	<p>1. CalViva Health will participate in infant morbidity and mortality review and evaluate participation in community wide corrective action plans.</p> <p>2. Monitoring services are provided in accordance with CalViva Health quality management program requirements.</p> <p>3. Collecting needed data indicators through CalViva Health resources.</p> <p>4. Developing a corrective action plan when standards are not met.</p> <p>5. CalViva Health will ensure collection and analysis of data available through CalViva Health MIS on quarterly basis and share with MCAH director or designee as mutually agreed upon. Type of data shared will be determined based on standard health status indicators as mutually agreed upon and defined in the work plan.</p> <p>6. CalViva Health will participate in fetal infant mortality review (FIMR) as mutually agreed. CalViva Health will encourage families with fetal/infant deaths to participate with FIMR.</p> <p>7. Collaborate on quality management compliance and oversight activities with CPSP providers.</p>

Category	Responsibility of County MCAH	Responsibility of CalViva Health
Perinatal Access	<ol style="list-style-type: none"> <li>1. The MCAH Director or designee will work closely with CalViva Health and community groups regarding access of care issues for Medi-Cal eligible and ineligible pregnant women.</li> <li>2. MCAH staff will provide a list to CalViva Health of other health care options, if any, for pregnant and parenting Members who may lose Medi-Cal eligibility.</li> </ol>	<ol style="list-style-type: none"> <li>1. CalViva Health will participate with MCAH liaison and community groups to address access to care issues of eligible pregnant women and their children.</li> <li>2. CalViva Health will use reasonable efforts to refer pregnant women and their infants to culturally competent, language appropriate and geographically accessible obstetricians PCP/pediatricians on a timely basis.</li> <li>3. CalViva Health will provide, on a quarterly basis, the MCAH office with a list of Contracting providers.</li> </ol>
Provider Network	<ol style="list-style-type: none"> <li>1. The PSC will provide a current list of approved CPSP Providers for Kings County on at least a quarterly basis.</li> <li>2. The PSC will provide CPSP community training and education locally or in collaboration with the State for providers and their staff as determined necessary by the PSC.</li> <li>3. The PSC will provide technical assistance on relevance of protocols and assessment tools to present practice; up-to-date referral resources, develop a plan with providers to resolve any identified needs and/or deficiencies and provide ongoing technical assistance as indicated.</li> <li>4. The PSC will make information about perinatal health education resources available to Contracting Providers and support the provision of CPSP comprehensive perinatal care.</li> <li>5. The PSC will distribute all CPSP provider program information to CalViva Health.</li> <li>6. The PSC will organize and conduct information-sharing activities (e.g., roundtables, trainings) for perinatal providers and other interested providers in the community.</li> </ol>	<ol style="list-style-type: none"> <li>1. Primary responsibility for Contracting Provider recruitment and credentialing.</li> <li>2. Ensuring that all obstetric care Contracting Providers receive orientation on State-approved prenatal care standards.</li> <li>3. Disseminating CPSP provider information to applicable Contracting Providers.</li> <li>4. Inform Contracting providers of available community education services and encourage participation or use.</li> </ol>

Category	Responsibility of County MCAH	Responsibility of CalViva Health
Monitoring and Conflict Resolution	<ol style="list-style-type: none"> <li>1. Liaisons from MCAH and CalViva Health will meet at least quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> <li>3. MCAH and CalViva Health will conduct an annual review of this Agreement.</li> </ol>	<ol style="list-style-type: none"> <li>1. Liaisons from MCAH and CalViva Health will meet at least quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> <li>3. MCAH and CalViva Health will conduct an annual review of this Agreement.</li> </ol>

Women, Infants, and Children Supplemental Nutrition Program. The Women, Infants, and Children (WIC) Supplemental Nutrition Program is a supplemental food and nutrition program for low-income pregnant, breastfeeding, and postpartum women and children under age five who have a nutritional risk.

CalViva Health's Participating Providers, as part of their initial assessment of Members and as part of the initial evaluation of newly pregnant female Members, will provide and document the referral of pregnant, breastfeeding, or postpartum Members or a parent/guardian of a child under the age of five, to the WIC program as mandated by Title 42, CFR 431.635(c). CalViva Health's Participating Providers will conduct the hemoglobin or hematocrit test and use the CHDP Program Form PMI60 to document the laboratory values for eligible children and/or a prescription pad written by a physician to document laboratory values for eligible women for referral to the WIC Program. CalViva Health's Participating Providers will document such values and referrals in the Members' medical records.

The parties understand that WIC services are not covered by CalViva Health under the Medi-Cal Agreement and that CalViva Health will not be responsible for compensation of such services.

Additionally, the parties agree to collaborate in providing WIC services in the manner described in the following table.

Category	Responsibility of Kings County Health Services WIC Program	Responsibility of CalViva Health
Liaison	<ol style="list-style-type: none"> <li>1. Appointing a liaison person(s) to coordinate activities with CalViva Health and to notify WIC staff of their roles and responsibilities related to coordination.</li> <li>2. The WIC liaison will meet with CalViva Health liaison quarterly or more frequently if requested by either liaison.</li> </ol>	<ol style="list-style-type: none"> <li>1. Appointing a liaison person (liaison) to coordinate activities with WIC and to notify CalViva Health employees and Participating Providers of their roles and responsibilities to refer eligible Members to the WIC program.</li> <li>2. The WIC liaison will meet with CalViva Health liaison quarterly or more frequently if requested by either liaison.</li> </ol>
Referral and Outreach	<ol style="list-style-type: none"> <li>1. Outreach to potential WIC eligible's</li> <li>2. Providing individuals applying for or reapplying for WIC with information about the two Mainstream Plans.</li> <li>3. Providing CalViva Health with a list of WIC clinic sites, addresses, and date/hours of operation that is periodically updated.</li> <li>4. Coordinating with CalViva Health's outreach efforts to Members not using preventive health services.</li> <li>5. Providing CalViva Health a list of WIC classes and notifying CalViva Health of outreach events.</li> <li>6. Scheduling a WIC appointment to determine eligibility for pregnant women and migrant family members within 10 working days after initial contact. All other</li> </ol>	<ol style="list-style-type: none"> <li>1. Informing members of available WIC services, including food checks, nutrition education, community referrals, and breastfeeding promotion and support</li> <li>2. CalViva Health's Participating Providers will enter referral of Member, along with anthropometric and biochemical data, on one of the following:             <ol style="list-style-type: none"> <li>a. Physician prescription pad.</li> <li>b. WIC referral form (PM247 or PM247A)</li> <li>c. CHDP form PM160.</li> </ol> </li> <li>3. Collaborating with WIC in conducting informational outreach.</li> </ol>

Category	Responsibility of Kings County Health Services WIC Program	Responsibility of CalViva Health
	<p>applicants will be scheduled and notified of their eligibility or ineligibility within 20 days of the date of the first request for assistance for program benefits.</p>	
Tracking and Follow-up	<ol style="list-style-type: none"> <li>1. Attempt to contact each pregnant woman who misses her first WIC appointment by telephone or mail, and reschedule the appointment upon request.</li> <li>2. Provide CalViva Health PCP's with general information about the coordination of WIC with prenatal and pediatric health assessment requirements.</li> </ol>	<ol style="list-style-type: none"> <li>1. CalViva Health Primary Care Physicians are responsible for providing primary care case management, coordination, medical referrals and continuity of care.</li> <li>2. CalViva Health Primary Care Physicians are responsible for reasonable follow-up to WIC referrals; CalViva Health liaison will facilitate problematic referrals, as necessary.</li> <li>3. CalViva Health Primary Care Physicians are responsible for documenting WIC referral in medical record of Member.</li> </ol>
Provider Network	<ol style="list-style-type: none"> <li>1. Act as a consultant to CalViva Health and its Participating Providers regarding WIC policies and guidelines</li> <li>2. Assisting CalViva Health in provider training on WIC program services, as requested.</li> <li>3. Distribute WIC referral forms PM 247 and PM 247A to CalViva Health providers.</li> </ol>	<ol style="list-style-type: none"> <li>1. Providing training to Participating Providers on WIC program services.</li> </ol>
Health Requirements	<ol style="list-style-type: none"> <li>1. Informing CalViva Health of federal WIC requirements for program eligibility <ol style="list-style-type: none"> <li>a. Biochemical: Hemoglobin (Hgb) or Hematocrit (Hct) at enrollment and with each recertification <i>except for</i> infants younger than 6 months at certification, <i>and</i> children over 1 year of age with normal Hgb and Hct at previous certification. For these children the Hgb/Hct test is only required every 12 months.</li> <li>b. Anthropometric: Height/length and weight for enrollment <i>and</i> with each recertification.</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. Informing applicable Participating Providers of the federal WIC anthropometric and biochemical requirements for program eligibility</li> <li>2. CalViva Health Primary Care Physicians will perform Hgb or Hct tests and height/weight measurements and document such required anthropometric and biochemical data on referral form, as needed for WIC enrollment and recertification</li> <li>3. CalViva Health Primary Care Physicians will give required data to Members to be hand delivered to WIC agencies.</li> </ol>
Breastfeeding Support	<ol style="list-style-type: none"> <li>1. Ensure that artificial baby milk is not routinely distributed to breastfeeding women.</li> <li>2. Provide breastfeeding education,</li> </ol>	<ol style="list-style-type: none"> <li>1. Ensure that artificial baby milk is not routinely provided to breastfeeding women and that no member names will be distributed</li> </ol>

Category	Responsibility of Kings County Health Services WIC Program	Responsibility of CalViva Health
	<p>training and/or support to CalViva Health and its Participating Providers.</p> <ol style="list-style-type: none"> <li>3. Share breastfeeding support resources of the WIC agency with CalViva Health and its Participating Providers.</li> <li>4. Develop a consistent breastfeeding message with CalViva Health.</li> <li>5. Create a positive clinic environment which endorses breastfeeding as the preferred method of infant feeding as mandated by federal regulation CFR 246.11(c)(8).</li> <li>6. Provide breastfeeding education to all enrolled prenatal and breastfeeding women in the WIC program.</li> <li>7. Coordinate breastfeeding support services for WIC/managed care clients within 24 hours of the identification of a breastfeeding problem or as soon as possible.</li> <li>8. Collaborate with CalViva Health to provide culturally relevant breastfeeding materials.</li> </ol>	<p>to manufacturers of artificial baby milk.</p> <ol style="list-style-type: none"> <li>2. Provide breastfeeding education and training to Participating Providers and employed health educators.</li> <li>3. Share breastfeeding support resources of CalViva Health with WIC staff.</li> <li>4. Develop a consistent breastfeeding message with the local WIC agency.</li> <li>5. Develop a policy to create a positive clinic environment which endorses breastfeeding as the preferred method of infant feeding.</li> <li>6. Provide breastfeeding information to prenatal and breastfeeding members.</li> <li>7. Coordinate prompt breastfeeding support services for members following identification of a breastfeeding problem or medical complication of lactation.</li> <li>8. Collaborate with WIC to provide culturally relevant breastfeeding materials.</li> </ol>
Nutrition Assessment and Education	<ol style="list-style-type: none"> <li>1. Determining a nutritional risk for program eligibility that is based on review of anthropometric, biochemical and/or clinical information.</li> <li>2. Completing a dietary assessment at enrollment and at recertification. For prenatal participants, completing a dietary assessment at each trimester visit.</li> <li>3. Documenting a goal for dietary improvement that is participant selected.</li> <li>4. Provide a nutrition care plan, through WIC Registered Dietitian, for high-risk conditions that do not require medical nutrition therapy or other clinical care.</li> <li>5. Determining the need to provide noncontract formula for infants/children with special needs.</li> </ol>	<ol style="list-style-type: none"> <li>1. CalViva Health Primary Care Physicians will document on Member's referral form anthropometric and biochemical data, plus diagnosed clinical conditions.</li> <li>2. CalViva Health Primary Care Physicians will provide biochemical test results to WIC (i.e., glucose testing) or anthropometric data (i.e., prenatal weight gain), if requested.</li> <li>3. Provide medical nutrition therapy services for appropriate medically diagnosed conditions (e.g., diabetes, and hypertension).</li> <li>4. Instruct CalViva Health PCPs to complete medical authorization form for WIC to provide standard infant formulas that are not under the current WIC infant formula contract when medically necessary, as per State WIC regulations.</li> </ol>

Category	Responsibility of Kings County Health Services WIC Program	Responsibility of CalViva Health
		5. CalViva Health will provide special formula for appropriate conditions.
Monitoring and Conflict Resolution	<ol style="list-style-type: none"> <li>1. Schedule quarterly meetings with CalViva Health liaison to monitor this MOU. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed. If the problem cannot be resolved the issue will be referred to the MMCD.</li> <li>2. Conduct a periodic review, update and/or renegotiate this MOU, as is mutually agreed.</li> <li>3. Provide 60 days' notice to CalViva Health if at any point the WIC Program should decide to terminate this MOU.</li> </ol>	<ol style="list-style-type: none"> <li>1. Schedule quarterly meetings with WIC to monitor this MOU. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed. If the problem cannot be resolved the issue will be referred to the MMCD.</li> <li>2. Conduct a periodic review, update and/or renegotiate this MOU, as is mutually agreed.</li> <li>3. Provide 60 days' notice to WIC if at any point the WIC Program should decide to terminate this MOU.</li> </ol>
Federal and State Mandates	1. The WIC Program is mandated by federal regulation 42 CFR 246.4(A)(8) to refer participants who are income eligible to Medi-Cal providers. The California mandates for WIC are in Title 22, Chapter 6 of the California Code of Regulations and Section 311 of the California Health and Safety Code.	1. The referral of Medi-Cal beneficiaries is mandated by the United States Health Care Financing Administration (HCFA) and its regulations promulgated at 42 CFR 431.63(c) and Title 22, Section 50157 and 50184 of the California Code of Regulations.
Quality Assurance	<ol style="list-style-type: none"> <li>1. Provide consultation to CalViva Health regarding WIC federal mandates for previously specified medical data</li> <li>2. Reviewing and analyzing data available through ISIS and other data collection sources, as is pertinent to the WIC Program.</li> </ol>	<ol style="list-style-type: none"> <li>1. Monitoring Participating Provider compliance with federal WIC mandates; establish standards and policies to implement mandates.</li> <li>2. Collecting needed data indicators available through CalViva Health resources.</li> </ol>

**Child Health and Disability Prevention (“CHDP”) Program.** The CHDP program is a preventive health program that provides periodic health services to Medi-Cal beneficiaries under the regulations of the federal EPSDT (Early and Periodic Screening, Diagnosis, and Treatment) Program. CHDP also provides periodic health services to non-Medi-Cal eligible children and youth from birth to age 19 from low-income families.

The County provides leadership, coordination, planning, development, and support of public health programs designed to ensure optimal health outcomes for children and youth. The County will maintain the administration and regulatory oversight as defined in Title 17, California Code of Regulations, and Section 6800, *et seq.* CalViva Health will maintain and operate a system that ensures the provision of CHDP services to Members under the age of 21. CalViva Health will ensure the overall coordination of care and case management of its Members who obtain CHDP services through the local health department, school districts or school sites. County and CalViva Health agree to arrange for the provision of services in the manner and form described in this Agreement; provided that, CalViva Health shall not have any obligation to reimburse County or its providers for CHDP services.

Additionally, the parties will collaborate in providing CHDP services in the manner described in this Section and the following table.

Category	Responsibility of County CHDP Program	Responsibility of CalViva Health
Liaison	<ol style="list-style-type: none"> <li>1. Appoint CHDP Deputy Director or designee to coordinate activities with CalViva Health and to notify County CHDP staff of their roles and responsibilities.</li> <li>2. Liaisons will meet at least quarterly and more often if requested by either liaison.</li> </ol>	<ol style="list-style-type: none"> <li>1. Appoint a liaison to coordinate activities with County CHDP staff and to notify CalViva Health employees and Contracting Providers of their roles and responsibilities.</li> <li>2. Liaisons will meet at least quarterly and more often if requested by either liaison.</li> </ol>
Policies and Procedures	<ol style="list-style-type: none"> <li>1. Maintain a copy of pertinent CalViva Health policies and procedures, as appropriate.</li> <li>2. Provide a copy of pertinent CHDP policies and procedures to CalViva Health.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provide a copy of pertinent CalViva Health policies and procedures to the CHDP program.</li> <li>2. Maintain a copy of pertinent CHDP policies and procedures, as appropriate.</li> </ol>

Category	Responsibility of County CHDP Program	Responsibility of CalViva Health
Outreach	<ol style="list-style-type: none"> <li>1. Outreach to potential CHDP eligibles, children 0 to age 21 who are Medi-Cal eligible, and children 0 to age 19 who are below 200% federal poverty level.</li> <li>2. Maintain responsibility for development and implementation of CHDP/DHCS Inter-Agency Agreement to ensure that face-to-face informing about entitlement to CHDP Services is done.</li> <li>3. Provide informing, referral and documentation to persons referred by PM357s from DHCS following DHCS' basic informing efforts.</li> </ol>	<ol style="list-style-type: none"> <li>1. Inform Members of available CHDP services.</li> <li>2. Provide CHDP office with a current list of Contracting Providers.</li> <li>3. Ensure Members are assigned to appropriate Contracting Primary Care Physicians.</li> <li>4. CalViva Health staff will contact CalViva Health members not utilizing preventive health services, and refer appropriately.</li> <li>5. Provide monthly list of mandatory Medi-</li> </ol>

	4. Coordinate with CalViva Health outreach to Members disenrolled from managed care.	Cal disenrollments age 20 and under to CHDP.  6. Inform Contracting Providers through provider training and provider manual of 200% funding mechanism for those CHDP eligible members that terminate from the health plan.
Appointment Scheduling and Transportation Assistance	Handle client request for assistance with appointment scheduling, dental referrals and transportation assistance by referring to CalViva Health's Member Services Department.	1. CalViva Health Primary Care Physicians are primarily responsible for providing CHDP services and for referring Members to appropriate physician specialist services.  2. CalViva Health will provide transportation assistance to Members in accordance with its transportation policies.  3. Handle client requests for assistance with appointment scheduling, dental referrals and transportation assistance.

Category	Responsibility of County CHDP Program	Responsibility of CalViva Health
Tracking and Follow-up	<ol style="list-style-type: none"> <li>1. Provide consultation to CalViva Health's Contracting Providers in tracking hard to reach clients.</li> <li>2. Provide assistance and technical consultation to CalViva Health and Contracting Providers in making referrals to appropriate community resources and agencies.</li> <li>3. Provide list of dentists who accept Medi-Cal, updated yearly.</li> </ol>	<ol style="list-style-type: none"> <li>1. CalViva Health Primary Care Physicians are responsible for primary care case management, including tracking members with serious problems who do not maintain treatment plan, coordination, medical referrals and continuity of care.</li> <li>2. CalViva Health Primary Care Physicians are responsible for follow-up on missed appointments in accordance with CalViva Health's procedures.</li> <li>3. CalViva Health Primary Care Physicians are responsible for referring those children who have lost Medi-Cal eligibility and CalViva Health coverage and still require treatment to the CHDP program.</li> <li>4. CalViva Health Primary Care Physicians are responsible for referring Members who are potentially eligible to community resources such as CCS, WIC, Head Start, Regional Center, and mental health services.</li> </ol>

		<p>5. CalViva Health Contracting Primary Care Physicians will refer all member children 1 year and older to dentists for an initial appraisal and annual exam.</p> <p>6. Notify CHDP and provide copy of PM160 for members who lose Medi-Cal eligibility and CalViva Health coverage, and still need treatment.</p>
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Category	Responsibility of County CHDP Program	Responsibility of CalViva Health
Health Education	<ol style="list-style-type: none"> <li>1. Perform community-wide education about child health issues, including CHDP services.</li> <li>2. Make health education resources available to CalViva Health and providers that support the provision of anticipatory guidance in the CHDP exam e.g., brochures, videos or training on a variety of topics such as nutrition, injury prevention, lead screening and anti-tobacco information as resources allow.</li> <li>3. Meet with CalViva Health's Health Education Specialist at the quarterly meetings.</li> </ol>	<ol style="list-style-type: none"> <li>1. CalViva Health's Primary Care Physicians will provide anticipatory guidance according to CHDP guidelines.</li> <li>2. CalViva Health's health educators will coordinate prevention activities targeted to children and teens with CHDP staff.</li> <li>3. Meet with CHDP health education staff at the quarterly meetings.</li> </ol>
Provider Network	<ol style="list-style-type: none"> <li>1. Act as a consultant to CalViva Health and its Contracting Providers regarding CHDP policies and guidelines, including ongoing programmatic update.</li> <li>2. Assist CalViva Health in provider training on CHDP standards, as requested.</li> <li>3. Distribute all CHDP provider notices to CalViva Health Contracting Providers and identified CalViva Health staff.</li> </ol>	<ol style="list-style-type: none"> <li>1. Primary responsibility for Contracting Provider recruitment and credentialing.</li> <li>2. Providing training to Contracting Providers on CHDP standards.</li> <li>3. Provide a list of Contracting providers to the CHDP Program at the time the list is updated.</li> </ol>
Data Collection	Collaborate with CalViva Health in data collection efforts and share data as requested.	Collect and submit to State and local CHDP program data required on PM160 INF.
Quality Assurance	<ol style="list-style-type: none"> <li>1. Provide consultation to CalViva Health regarding EPSDT/CHDP mandates.</li> <li>2. Review and analyze data available through PM160 for complete health assessments and problem identification, trends, oversights, immunizations.</li> <li>3. When a problem provider is identified based on Member complaints, or other</li> </ol>	<ol style="list-style-type: none"> <li>1. Monitor Contracting Provider compliance with federal EPSDT mandates, establish standards and policies to implement mandates and determine provider qualifications.</li> <li>2. Collect needed data indicators.</li> <li>3. Develop corrective action plan when standards are not met.</li> </ol>

	<p>information, CHDP will alert CalViva Health to initiate investigation.</p> <p>4. Assist in implementation of corrective action plan, as indicated.</p>	<p>4. Implement corrective action plan.</p>
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Category	Responsibility of County CHDP Program	Responsibility of CalViva Health
Monitoring and Conflict Resolution	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> <li>3. Maintain a Problem Resolution Log.</li> <li>4. The CHDP Deputy Director will be responsible to communicate issues not immediately resolvable at this level to the State CMS Branch.</li> <li>5. Conduct an annual review of this Agreement.</li> </ol>	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called.</li> <li>3. The liaison will be responsible to communicate issues not immediately resolvable at this level to the MMCD Branch.</li> <li>4. Conduct an annual review of this Agreement.</li> </ol>

**California Children's Services (CCS):**

Note: The MOU for Kings County CCS program is a separate agreement between CCS Sacramento Regional Office and CalViva Health per attachment "C".

**Tuberculosis Direct Observed Therapy ("DOT").** Kings County is responsible for surveillance of and control of tuberculosis ("TB") through its own TB clinics, conducting investigations of TB cases, and providing liaison with private health providers treating TB patients in the community.

CalViva Health's Contracting Providers will assess the risk of noncompliance for each Member who needs to be placed on pharmaceutical therapy for treatment of TB. Members who are determined to be at risk will be referred to the County TB Control Officer or designee for DOT. CalViva Health's Contracting Providers will follow-up and coordinate care with the County TB Control Officer. Per MMCD Policy Letter No. 97-05 the DOT program will inform CalViva Health regarding DOT protocols; exchanges clinical information with CalViva Health's contracted providers and notifies the providers of any significant change in the patient's condition or response to treatment.

In the interest of completing therapy, CalViva Health providers will refer clients diagnosed with latent TB for prophylactic treatment and treatment management.

CalViva Health's Contracting Providers will refer all members with active TB to meet the standards of care.

CalViva Health's Chief Medical Officer, or his or her designee, will be available for consultation on a case-by-case basis to determine the appropriateness of treatment in conjunction with the county health office.

The parties understand and agree that DOT services are not covered by CalViva Health under the Medi-Cal Agreement and that CalViva Health will not be responsible for compensation of such services.

**TB Services.** CalViva Health shall compensate the County for TB services, which may include but are not limited to office visits; consultations; case management; chest x-ray, as needed; TB surveillance skin testing; and medications involved in the diagnosis, management and monitoring for the diagnosis of TB in the ICD-10 codes.

The County may provide counseling, skin testing and chest x-rays for family contacts of active cases. These follow-up monitoring activities will be allowed for up to 12 weeks.

Compensation shall be at the Medi-Cal Fee for Service (FFS) rate. This does not include DOT services.

Category	Responsibilities of County DOT Program	Responsibilities of CalViva Health
Liaison	<ol style="list-style-type: none"> <li>Designated liaison will coordinate services with CalViva Health and notify COUNTY staff of their roles and responsibilities.  Phone Number: (559) 852-2619 or (559) 852-2579</li> <li>Meet with CalViva Health's Sr. Public Programs Administrator at least quarterly, to communicate and to resolve operational, administrative and policy issues.</li> </ol>	<ol style="list-style-type: none"> <li>The CALVIVA HEALTH's liaison, Sr. Public Programs Administrator will coordinate services with the COUNTY, facilitate timely exchange of specific information, and notify CalViva Health's staff and participating providers of their roles and responsibilities.  Phone Number: 661-321-3904</li> <li>Meet with Designated liaison at least quarterly to communicate and to resolve any operational, administrative and policy issues.</li> </ol>
Screening for TB Infection	<ol style="list-style-type: none"> <li>Screen Members who present to COUNTY for screening for TB infection.</li> <li>Provide treatment for LBTI and be reimbursed at Medi-Cal Fee for Service rates.</li> </ol>	<ol style="list-style-type: none"> <li>CalViva Health's participating providers will only use the recognized testing protocols of CDC.</li> </ol>
Directly Observed Therapy (DOT)	<ol style="list-style-type: none"> <li>Provide outpatient DOT to all patients. Following community standard of treatment and record keeping.</li> <li>Comply with all requirements specified in CCR, Title 22, and Section 51276.</li> </ol>	<p>Require participating providers to refer all Members needing DOT to COUNTY.</p>
Direct Observed Therapy (DOT) Identification and Referral	<ol style="list-style-type: none"> <li>Responsible for informing CalViva Health of DOT protocols and criteria for TB treatment.</li> <li>TB Officer has final authority to determine if DOT is necessary.</li> <li>TB Program is responsible for providing DOT upon order by TB Control Officer.</li> <li>TB Program will notify CalViva Health of adverse effects of medication, necessity for dosage change, or any significant change in Member condition or response to treatment.</li> <li>TB Program will regularly exchange clinical information with CalViva Health providers to coordinate care.</li> </ol>	<ol style="list-style-type: none"> <li>PCPs will assess Members at treatment initiation and through the course of treatment for potential Members at risk for non-compliance for the treatment of TB care and treatment of overall health conditions.</li> <li>The PCPs are required to refer members with Active TB.</li> <li>PCPs are required to coordinate Member's Care with the TB Program when the TB Control Officer determines DOT is necessary.</li> </ol>
Care Coordination and Case Management	<ol style="list-style-type: none"> <li>Designated liaison will meet at least quarterly to monitor the agreement.</li> <li>Available to provide joint case management and coordination of care with CalViva Health and Member's PCP or as needed.</li> </ol>	<ol style="list-style-type: none"> <li>Designated liaison will meet at least quarterly to monitor this agreement.</li> <li>Ensure joint case management and coordination of care with the LHD TB Control Officer, case manager and the Member's PCP or as needed.</li> </ol>

<p>Directly Observed Therapy (DOT) Billing/ Reimbursement</p>	<p>Reimburse COUNTY for medications listed below that are appropriately prescribed, dispensed and used in DOT/LTBI for Members. Institute procedures with COUNTY to ensure appropriate provision of medications for members who are on DOT/LTBI.</p> <p>Ciprofloxacin Cycloserine Seromycin Ethambutol Myambutol Ethionamide Trecator Isoniazid Levofloxacin Levaquin Moxifloxacin Avelox Ofloxacin Floxin Pyrazinamide Pyridoxine Rifabutin Mycobutin Rifampin Rifadin Rifampin/Isoniazid Rifamate Rifapentine Priftin</p>	<p>Reimburse COUNTY for medications listed below that are appropriately prescribed, dispensed and used in DOT/LTBI for Members. Institute procedures with COUNTY to ensure appropriate provision of medications for members who are on DOT/LTBI.</p> <p>Ciprofloxacin Cycloserine Seromycin Ethambutol Myambutol Ethionamide Trecator Isoniazid Levofloxacin Levaquin Moxifloxacin Avelox Ofloxacin Floxin Pyrazinamide Pyridoxine Rifabutin Mycobutin Rifampin Rifadin Rifampin/Isoniazid Rifamate Rifapentine Priftin</p>
<p>Inpatient Facility Transfer/ Discharge</p>	<p>Review requests during normal business hours for inpatient facility transfer or discharge of any patient with known or suspected TB within 24 hours of receipt from PCP.</p>	<p>Inform participating PCPs that they must obtain COUNTY approval at least 72 hours prior to inpatient facility transfer or discharge of any patient with known or suspected TB (H&amp;S Code Section 121361, formerly 3281).</p>
<p>Disease Reporting</p>	<ol style="list-style-type: none"> <li>1. Monitor PCPs adherence to disease-reporting requirements, including accuracy and completeness of information provided, and inform CALVIVA HEALTH if problems arise. COUNTY may require PCPs at any time to report any clinical information deemed necessary by the local health officer to protect the patient's health or the health of the public.</li> <li>2. The county lab/participating providers will report drug susceptibility results to COUNTY Health Officer within 72 hours.</li> </ol>	<ol style="list-style-type: none"> <li>1. CALVIVA HEALTH's participating providers will report known or suspected cases of TB to COUNTY TB control programs within one day of identification, as described in the California Code of Regulations, Title 17, Section 2500.</li> <li>2. CALVIVA HEALTH's participating providers will notify COUNTY when there are reasonable grounds to believe that the patient has ceased treatment. Situations in which the providers may conclude that the patient has ceased treatment include times when the patient fails to keep an appointment, relocates without transferring care, or</li> </ol>

		<p>discontinues care (H&amp;S Code Section 121362).</p> <ol style="list-style-type: none"> <li>3. Require that CALVIVA HEALTH's participating providers exchange clinical information regularly with COUNTY and to notify the COUNTY within 72 hours of any significant changes in patient's condition or response to medical treatment, including adverse drug reactions and dosage changes.</li> <li>4. CALVIVA HEALTH requires that the county lab/participating providers report drug susceptibility results to COUNTY Health Officer within 72 hours.</li> <li>5. Require that CALVIVA HEALTH's participating clinical laboratories provide COUNTY with required information on patients with reportable TB, as described in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, and Article 1.</li> </ol>
<p>Laboratory Services</p>	<ol style="list-style-type: none"> <li>1. Provide CALVIVA HEALTH's participating clinical laboratories with lists of reporting requirements, including required patient information and guidelines for providing data to COUNTY.</li> <li>2. At CALVIVA HEALTH's request, provide technical assistance to CALVIVA HEALTH in selecting a laboratory that conforms to State and federal requirements, and meets CDC/ATS recommendations.</li> <li>3. Require that CALVIVA HEALTH's participating providers obtain sputum smears and cultures from TB cases at least as frequently as monthly until smear and culture results are documented to have become negative.</li> <li>4. Provide TB laboratory services through the Public Health Laboratory for members who have been referred to the COUNTY and whose treatment has been authorized.</li> </ol>	<ol style="list-style-type: none"> <li>1. Utilize laboratories that conform to all provisions of CCR Title 17, Section 2505 and ATS and CDC guidelines. (per approved P&amp;P)</li> <li>2. Reimburse COUNTY Public Health Laboratory for authorized services provided for CALVIVA HEALTH Members.</li> </ol>

<p>Contact Investigation</p>	<ol style="list-style-type: none"> <li>1. Conduct contact and outbreak investigations potentially involving Members and ensure that all contacts are offered and have access to TB screening and evaluation.</li> <li>2. County will conduct evaluation, examination and treatment of contacts of CalViva Members.</li> <li>3. May provide field-based TB screening tests for some Members, as necessary, to assure proper evaluation.</li> <li>4. Provide needed screening and care for contacts that are not Members of this plan.</li> <li>5. Collect and analyze data regarding TB incidence in the community, conduct epidemiological investigation of disease outbreaks and share such information with CALVIVA HEALTH and its providers.</li> </ol>	<ol style="list-style-type: none"> <li>1. Require that CALVIVA HEALTH's participating providers cooperate with COUNTY in conducting contact and outbreak investigations potentially involving CALVIVA HEALTH Members.</li> <li>2. Develop and implement procedures to require that when a Member is, or is suspected to be, an active TB case the CALVIVA HEALTH's provider requests information about contacts from the patient.</li> <li>3. Inform CALVIVA HEALTH's participating providers to notify COUNTY when contacts of CALVIVA HEALTH Members who are not Members, are identified.</li> </ol>
<p>Data Sharing and Information Management</p>	<p>Provide CALVIVA HEALTH's Sr. Public Programs Administrator with aggregate TB prevalence and incidence data for County, as mutually agreed by both parties.</p> <p>Identify new patients and provide transmittal to CALVIVA HEALTH of COUNTY DOT patients who are known to be Members, when such info is known to COUNTY on a quarterly or as needed basis.</p>	<p>CALVIVA HEALTH's Sr. Public Programs Administrator will disseminate data to appropriate internal staff for review and follow-up.</p>
<p>Problem Resolution</p>	<ol style="list-style-type: none"> <li>1. Establish and maintain policies and procedures governing problem resolution. Designated liaison will coordinate problem resolution with Sr. Public Programs Administrator, to address operational, administrative and policy issues.</li> <li>2. If problem cannot be resolved at the local level, notify DHCS Medi-Cal Managed Care Division Contract Manager.</li> </ol>	<ol style="list-style-type: none"> <li>1. Establish and maintain policies and procedures governing problem resolution.</li> <li>2. Sr. Public Programs Administrator will coordinate problem resolution with designated liaison, to address operational, administrative and policy issues.</li> <li>3. If problem cannot be resolved at the local level, notify DHCS Medi-Cal Managed Care Division Contract Manager.</li> </ol>

**Childhood Lead Poisoning Prevention Program ("CLPPP"). Childhood Lead Poisoning Prevention Program ("CLPPP"). County's CLPPP will be available to provide home visitation case management services in order to provide assessment and health care service linkage to those Members under the age of 21 who have persistently elevated blood lead levels. The parties will cooperate to maintain compliance with CDC/State CLPPP standards for childhood lead screening, surveillance and treatment services. County and CalViva Health will be responsible for informing Members about CLPPP.**

Category	Responsibility of County CLPPP Program	Responsibility of CalViva Health
Monitoring and Conflict Resolution	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> <li>3. Maintain a Problem Resolution Log.</li> <li>4. The CHDP Deputy Director will be responsible to communicate issues not immediately resolvable at this level to the State CMS Branch.</li> <li>5. The CLPPP Program will send copy of lead results to Primary Care Physician's office for patient file.</li> <li>6. Conduct an annual review of this Agreement.</li> </ol>	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called.</li> <li>3. The liaison will be responsible to communicate issues not immediately resolvable at this level to the MMCD Branch.</li> <li>4. Conduct an annual review of this Agreement.</li> </ol>
Clinical Preventive Service	<ol style="list-style-type: none"> <li>1. The CLPPP will provide finger stick testing to CalViva members as required by CHDP.</li> <li>2. Inform Member's Primary Care Physician of testing results.</li> </ol>	<ol style="list-style-type: none"> <li>1. CalViva will reimburse for testing at the Medi-Cal fee for service rate.</li> </ol>

## ADDENDUM I

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KINGS COUNTY DEPARTMENT OF PUBLIC HEALTH  
TARGETED CASE MANAGEMENT PROGRAM  
AND  
FRESNO-KINGS-MADERA REGIONAL HEALTH AUTHORITY**

This MEMORANDUM OF UNDERSTANDING (MOU) is made between KINGS COUNTY DEPARTMENT OF PUBLIC HEALTH Targeted Case Management Program (hereinafter referred to as KCDPH) and FRESNO-KINGS-MADERA REGIONAL HEALTH AUTHORITY (RHA), dba CALVIVA HEALTH (hereinafter referred to as CVH).

### 1. BACKGROUND

Targeted Case Management (TCM) consists of comprehensive case management services that assist clients within a specified target population to gain access to needed medical, social, educational and other services. TCM services ensure that the changing needs of the client are addressed on an ongoing basis and appropriate choices are provided among the widest array of options for meeting those needs. The TCM Program serves the needs of adults and children who qualify for TCM. Both CVH and KCDPH's TCM Program share a common goal of assuring that Medi-Cal beneficiaries receive a continuum of health care and supportive services across all providers and care settings that are not duplicated.

California's "Bridge to Reform," Section 1115 Medicaid Demonstration Waiver and the related Medi-Cal managed care expansion requires Medi-Cal managed care health plans to be responsible for broader care coordination and case management services for Medi-Cal beneficiaries. This includes coordination and referral of resources for client social support issues.

In order to implement a collaborative approach between KCDPH's TCM program and CVH's Medi-Cal managed care health plan (MCP), and to offer the broadest care possible to clients/members, KCDPH is required to enter into a Memorandum of Understanding (MOU) with CVH as the managed care health plan for Kings County.

This MOU defines protocols to follow in order to avoid duplication of services and activities. These protocols will serve as the basis for the coordination of care and non-duplication of services.

### 2. PURPOSE

The purpose of this Memorandum is to define the respective responsibilities and necessary coordination between KCDPH and CVH as well as provide assurance that claims for TCM do not duplicate claims for Medi-Cal managed care. The parties to this memorandum agree to adhere to the policies and procedures ensuring coordination and non-duplication of services set forth in this memorandum.

### 3. CASE MANAGEMENT

While both KCDPH and CVH provide case management, there is a distinction between case management provided by KCDPH's TCM Program and by CVH. CVH primarily focuses on member medical needs in

providing case management as the primary provider of client medical care. This may include management of acute or chronic illness.

In contrast, KCDPH's TCM Program focuses on the management of the whole client, including referring clients to providers to address medical issues, as appropriate. However, the TCM Program is not a provider of medical services and does not include the provision of direct services.

Case management services, as defined in Title 42 CFR Section 440.169, include the following four service components:

- A. Assessment and Periodic Reassessment.
- B. Development of Specific Care Plan.
- C. Referral and Related Activities.
- D. Monitoring and Follow-Up Activities.

The four component requirement applies to both TCM Program and CVH case management. TCM services do not include the direct delivery of underlying medical, social, educational, or other services to which an individual has been referred.

The claimable unit of TCM service is the provision of one of these four service components in a face-to-face encounter with the client.

#### **4. ROLES**

##### ***CalViva Health***

CVH will partner with KCDPH's TCM Program to ensure that members receive the appropriate level of case management services. The collaborative process will ensure that there is no duplication of services.

- A. CVH will oversee the delivery of primary health care and related care coordination. CVH is responsible for providing all medically necessary health care identified in the care plan including medical education that the member may need as well as any necessary medical referral authorizations. Case management for member medical issues and linkages to CVH covered health services will be the responsibility of CVH.
- B. CVH will provide members with linkage and care coordination for any necessary social support need identified by CVH that do not need medical case management.

##### ***KCDPH TCM Program***

KCDPH will provide TCM services for medical, social, educational, and other services needing case management. For client medical issues needing case management, the TCM Program will refer CVH members with open TCM cases to CVH when identified by the TCM Case Manager.

**5. RESPONSIBILITIES**

<b>Area of Responsibility</b>	<b>KCDPH</b>	<b>CVH</b>
<b>Liaison</b>	<p>a. Designate a contact responsible for facilitating coordination with CVH, including identifying the appropriate CVH contacts to the TCM Program, and resolving all related operational issues. The TCM Case Manager will serve as the contact person for all clients receiving TCM.</p>	<p>a. Designate a contact responsible for facilitating coordination with the TCM Program, including identifying the appropriate CVH contacts to the TCM Program, and resolving all related operational issues. The CVH primary care provider (PCP) and TCM Case Manager will serve as the contact person for member CVH case management.</p>
<b>Client Identification</b>	<p>a. KCDPH will query all TCM clients to determine if they are assigned to CVH for their primary medical care. KCDPH will request access to client managed care status and provider information via existing DHCS provider eligibility information access systems (MEDS).</p>	<p>a. CVH will notify the member's PCP and/or any Case Manager that the client/member is receiving TCM services along with the appropriate KCDPH contact information.</p>
<b>Coordination</b>	<p>a. KCDPH will share client/member care plans with CVH upon request for CVH members with open TCM cases.</p> <p>b. KCDPH will communicate regarding client/member status for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the member receives the optimal level of case management services</p> <p>c. KCDPH will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with CVH.</p> <p>d. For any client/member with an open TCM case needing medical case management, KCDPH will communicate at least once every six months with CVH to ensure that the client/member is receiving the appropriate level of</p>	<p>a. CVH will share client/member care plans with KCDPH for CVH members with open TCM cases.</p> <p>b. CVH will communicate regarding client/member status for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the member receives the optimal level of case management services.</p> <p>c. CVH will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with KCDPH.</p> <p>d. For any client/member with an open TCM case needing medical case management, CVH will communicate at least once every six months to ensure that the client/member is receiving the appropriate level of care or more frequent if necessary.</p>

	<p>care.</p> <p>e. The coordination between CVH and KCDPH will include, at a minimum, all medical issues and all social support related issues identified by KCDPH and/or CVH.</p> <p>f. KCDPH will pursue obtaining HIPAA consents from TCM client/member to allow the sharing of case management information with CVH.</p>	<p>e. The coordination between KCDPH and CVH will include, at a minimum, all medical issues and all social support related issues identified by CVH and/or KCDPH.</p> <p>f. CVH will pursue obtaining HIPAA consents from CVH client/member to allow the sharing of case management information with KCDPH.</p>
<b>Assessment and Care Plan Protocol</b>	<p>a. Per Title 42 CFR Section 440.169, TCM services will be provided to clients who require services to assist them in gaining access to needed medical, social, educational, or other services.</p> <p>b. KCDPH will be responsible for creating all TCM assessments, and for the development and revision of care plans related to TCM services. The assessment shall determine the need for any medical, educational, social, or other service. This includes the required semi-annual reassessments.</p> <p>c. KCDPH will share TCM care plans with CVH if requested by CVH.</p> <p>d. The TCM care plan will specify the goals for providing TCM services to the eligible individual, and the services and actions necessary to address the client's medical, social, educational, or other service needs based on the assessment.</p> <p>e. All clients with open TCM cases will be referred to CVH by the TCM Case Manager if the client is in need of CVH case management for inmedical issues.</p> <p>f. The TCM assessment extends further than the CVH assessment as it includes all medical, social educational, and any non-medical aspects of case management, including those social support</p>	<p>a. CVH will provide health assessments and care plans for all client/members as needed.</p> <p>b. CVH will assess client/member medical needs and shall identify medically necessary social support needs, including required annual reassessments.</p> <p>c. CVH will be responsible for the development and revision of client/member care plans related to all assessed client medical needs and services related to the medical diagnosis as needed.</p> <p>d. CVH will share care plan information with KCDPH as necessary to coordinate client/member medical issues. In addition, CVH will share care plans if requested by KCDPH.</p> <p>e. CVH's Case Managers, when assigned, will communicate with the appropriate KCDPH contact to discuss client/member needs and/or coordinate as deemed necessary by either the CVH Case Manager or the KCDPH TCM Case Manager.</p>

	<p>issues that may be related to a medical need. Non-medical issues may include, but are not limited to, life skills, social support, or environmental barriers that may impede the successful implementation of the CVH care plan.</p>	
<p><b>Coordination of Care</b></p>	<ul style="list-style-type: none"> <li>a. The TCM Case Manager will coordinate with CVH when CVH has identified that the client/member receives complex case management from CVH, and the TCM Case Manager assesses that the client/member is not medically stable.</li> <li>b. The client/member indicates (self-declaration of receiving complex case management) that they are receiving assistance and/or case management for their needs from a Case Manager or other CVH professional.</li> <li>c. The TCM Case Manager assesses that the client may have an acute or chronic medical issue needing attention.</li> <li>d. The TCM Case Manager assesses that the client's medical needs require case management.</li> <li>e. The TCM Case Manager assesses that the client may have social support issues that may impede the implementation of the CVH care plan.</li> <li>f. KCDPH and CVH will collaborate on treatment options as appropriate for the client's level of need.</li> <li>g. KCDPH will also provide any corresponding documentation to the CVH Case Manager.</li> <li>h. The TCM Case Manager will obtain and review the client/member CVH care plan.</li> <li>i. The TCM Case Manager will contact the CVH Case Manager to discuss the client/member medical issues and/or related social support issues as needed.</li> </ul>	<ul style="list-style-type: none"> <li>a. The TCM Case Manager will coordinate with CVH when CVH has identified that the client/member receives complex case management from CVH, and the TCM Case Manager assesses that the client/member is not medically stable.</li> <li>b. The client/member indicates (self-declaration of receiving complex case management) that they are receiving assistance and/or case management for their needs from a TCM Case Manager or other CVH professional.</li> <li>c. The CVH Case Manager assesses that the client may have an acute or chronic medical issue needing attention.</li> <li>d. The CVH Case Manager assesses that the client's medical needs require case management.</li> <li>e. The CVH Case Manager assesses that the client may have social support issues that may impede the implementation of the CVH care plan.</li> <li>f. KCDPH and CVH will collaborate on treatment options as appropriate for the client's level of need.</li> <li>g. CVH will also provide any corresponding documentation to the TCM Case Manager.</li> <li>h. The CVH Case Manager will obtain and review the client/member TCM care plan.</li> <li>i. The CVH Case Manager will contact the TCM Case Manager to discuss the client/member medical issues and/or related social support issues as needed.</li> </ul>

	<ul style="list-style-type: none"> <li>j. The TCM Case Manager will notify CVH via an agreed medium (e.g., specific form, email to CVH), that the client/member is receiving TCM services and has identified a social support issues(s) that may impede the implementation of the CVH care plan.</li> <li>k. The TCM Case Manager will provide all necessary assessments, and care plans, medical or otherwise, to CVH as soon as possible to address the client's/member's immediate medical need.</li> </ul>	<ul style="list-style-type: none"> <li>j. The CVH Case Manager will notify KCDPH via an agreed medium (e.g., specific form, email to CVH), that the client/member is receiving CVH services and has identified a social support issues(s) that may impede the implementation of the CVH care plan.</li> <li>k. The CVH Case Manager will provide all necessary assessments, and care plans, medical or otherwise, to TCM as soon as possible to address the client's/member's immediate medical need.</li> </ul>
<b>Referral, Follow Up and Monitoring Protocol</b>	<ul style="list-style-type: none"> <li>a. TCM Case Managers will provide referral, follow-up, and monitoring services to help clients/members obtain needed services, and to ensure the TCM care plan is implemented and adequately addresses the client's needs per Title 42 CFR Section 440.169.</li> <li>b. The TCM Case Manager will refer the client/member to services and related activities that help link the individual with medical, social, educational providers. The TCM Case Manager will also link the client to other programs deemed necessary, and provide follow-up and monitoring as appropriate.</li> <li>c. The TCM Case Manager will contact CVH directly as needed to ensure the CVH Case Manager or PCP is aware of the client/member, and the client/member is receiving the proper care.</li> <li>d. The above procedures must be followed by KCDPH unless the client/member has an urgent medical situation needing immediate case management intervention.</li> <li>e. The TC Case Manager shall</li> </ul>	<ul style="list-style-type: none"> <li>a. CVH will refer members for the following services in executing their responsibilities to members for the delivery of primary health care and related care coordination: <ul style="list-style-type: none"> <li>i. Medical services</li> <li>ii. Non-medical services</li> <li>iii. Basic social support needs</li> </ul> </li> <li>b. CVH will provide referrals for basic social support needs when an intensive level of case management is not needed, and does not require follow-up or monitoring. This would not constitute the need for TCM services.</li> <li>c. CVH will refer clients/members to KCDPH for TCM services when the individual falls into one of the identified target populations, has undergone and CVH case management assessment, and meets any of the following criteria: <ul style="list-style-type: none"> <li>i. Client/Member is determined to be in need of case management services for non-medical needs.</li> <li>ii. CVH has determined that the client/member has demonstrated an on-going inability to access CVH</li> </ul> </li> </ul>

	<p>provide all necessary referrals as appropriate, medical or otherwise, to CVH as soon as possible to address the client's/member's immediate medical need.</p> <p>f. TCM Case Managers will refer client/member to CVH for all medically necessary services, and authorization for any out-of-network medical services.</p> <p>g. TCM Case Manager will refer client/member to CVH when a medical need develops or escalates after a PHC assessment and notification of any related medically necessary support issues.</p> <p>h. TCM Case Manager will refer clients/members to CVH when the client/member needs assistance with medical related services, e.g., scheduling appointments with CVH; and delays in receiving authorization for specialty health services.</p> <p>i. If KCDPH determines that the client needs or qualifies for TCM, the TCM Case Manager will assess and specifically identify the issue for which the client/member was referred as well as all other case management needs and develop a care plan as described in the "Assessment and Care Plan Protocol" section.</p> <p>j. The TCM Case Manager will provide linkage and referrals as needed, and will monitor and follow-up as appropriate.</p> <p>k. KCDPH may obtain and review CVH's client/member care plan to assist in assessing the referred issue.</p> <p>l. The TCM client case shall remain open until the issue referred by CVH has been resolved, and no other TCM service is determined to be necessary by KCDPH.</p> <p>m. KCDPH will notify CVH when the referred issues have been resolved.</p>	<p>services.</p> <p>iii. CVH has determined that client/member would benefit from TCM face-to-face case management.</p> <p>iv. CVH has concerns that the client/member has an inadequate support system for medical care.</p> <p>v. CVH has concerns that the client/member may have a life skill, social support, or an environmental issue affecting the client's/member's health and/or successful implementation of the CVH care plan.</p> <p>d. CVH shall share information with the TCM Case Manager that informs the TCM Case Manager of the issue for which the referral was made.</p> <p>e. Referral does not automatically confirm enrollment into a TCM program.</p> <p>f. Prior to the referral for TCM, CVH will identify the social, educational, and/or other non-medical issues the client/member has that require case management.</p> <p>g. When CVH refers a client/member to KCDPH for TCM services for any medically necessary or social support needs, coordination will take place as frequently as either CVH or the TCM Case Manager deems necessary, but no less than quarterly.</p>
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The above procedures must be followed by Local Government Agency (LGA) TCM providers unless the client has an urgent medical situation needing immediate case management intervention.

When a member is not referred to KCDPH's TCM Program by CVH and enters the county health system through the County operated health clinics, KCDPH will refer the member to CVH as needed to provide and document CVH case management services. These services include:

1. Coordination of care
2. Medical referrals
3. Continuity of care
4. Follow-up on missed appointments
5. Communication with specialists

#### **6. TIME OF PERFORMANCE**

The effective date of this Memorandum shall be the date of execution and shall continue in effect until modified or terminated by either party.

#### **7. CHANGES AND AMENDMENTS**

This Memorandum may be amended at any time by mutual agreement of the parties. Such amendments shall not be binding upon either party unless they are in writing and signed by the personnel authorized to bind each of the parties.

#### **8. TERMINATION OF THE MEMORANDUM**

- A. This Memorandum may be terminated by either party, at any time, with good cause, upon 30 days written notice one to the other.
- B. If either party defaults in its performance, the non-defaulting party shall promptly notify the other in writing. If the defaulting party fails to cure a default within 30 days after notification or if the default requires more than 30 days to cure and the defaulting party fails to commence to cure the default within 30 days after notification, then that failure shall terminate this Memorandum.

#### **9. DISPUTE RESOLUTION**

If the parties fail to mutually agree on any matters under this Memorandum or if either party believes the other has failed to satisfactorily perform or is otherwise in breach of this Memorandum the parties shall submit the matter to resolution in accordance with the following procedures:

- A. If there is a disagreement, dispute or alleged breach arising out of or in connection with this Memorandum, the disputing party shall first provide a written statement to the other describing the general nature of the claim.

- B. The statement must indicate that it is the first statement of a formal dispute resolution process.
- C. The statement need not be complete and does not limit the claim(s) of either party in any further action or procedure.
- D. Within ten (10) business days of the receipt of the statement, the respective parties shall meet and confer in good faith to either: (1) Resolve the matter and set forth such resolution in writing; or, (2) Define the dispute in writing including a description of each party's position, proposed resolution(s) and projects or tasks that would be affected.
- E. If the respective parties fail to resolve the matter, within ten (10) business days of such failure to agree, at least one (1) representative from each party shall meet and confer in good faith to attempt to further resolve the matter. The description of the dispute as written by the respective parties shall serve as the basis for further attempts at resolution.
- F. A resolution of the matter shall be memorialized in writing and incorporated into this Agreement.
- G. If the parties fail to resolve this matter, this Agreement shall immediately terminate.

#### **10. CONFORMANCE**

If any provision of this agreement violates any statute or law of the State of California, it is considered modified to conform to that statute or law.

#### **11. INDEMNIFICATION**

- A. County agrees to indemnify and hold harmless CVH and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents.
- B. CVH agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Customer, its employees or agents.

#### **12. ENTIRE AGREEMENT**

This Memorandum constitutes the entire agreement between CalViva Health and Kings County Department of Public Health. There are no terms, conditions or obligations made or entered into by the parties other than those contained in it.

**13. EXECUTION**

The undersigned hereby warrants that s/he has the requisite Authority to enter into this Agreement on behalf of the parties and thereby bind the parties to the terms and conditions of the same.

KINGS COUNTY, a Political  
Subdivision of the State of California

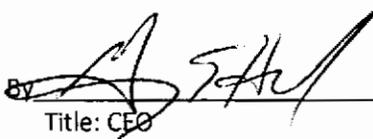
FRESNO-KINGS-MADERA  
Regional Health Authority

By \_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM

By \_\_\_\_\_  
County Counsel

By  \_\_\_\_\_  
Title: CEO



# COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 582-3211 EXT2362  
Catherine Venturella, Clerk of the Board of Supervisors

## AGENDA ITEM

November 3, 2015

**SUBMITTED BY:** Public Works Department-Kevin McAlister/Michael Hawkins  
**SUBJECT:** TRACT 898 PHASE 2 (MICHAEL A. DIAS AND GERMAINE DIAS)

### **SUMMARY:**

#### **Overview:**

The Subdivision Map Act requires the Board of Supervisors to accept all Final Maps prior to being recorded. Final Maps are, in general, subdivisions of five or more lots.

#### **Recommendation:**

**Accept the Final Map for this subdivision and authorize the Clerk of the Board to sign the acceptance on the map.**

#### **Fiscal Impact:**

None.

### **BACKGROUND:**

This Final Map is Tract 898 Phase 2. This subdivision divides property South of Grangeville Boulevard, West of 7<sup>th</sup> Avenue located in Section 28, Township 18 South, Range 22 East.

This map has been reviewed and meets all conditions of the Advisory Agency, the Subdivision Map Act and the Subdivision Ordinance.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

N 00°14'11" W 2646.54' ( N 0°14'00" W 2646.70 R-3 )

1323.27

1

2

3

4

5

# NE 1/4 SECTION 28, T. 18 S., R. 22 E., M.D.B.&M.

N 89°02'10" E 2645.30'

25' ACCESS  
EASEMENT  
PER THIS MAP

FOUND 1/2" REBAR,  
TAGGED LS 7773,  
DOWN 0.5' AS PER  
LSP 23/90.

25' R/W

(S 00°13'48" E 2648.00' R-3)  
7TH AVENUE  
BASIS OF BEARINGS  
S 00°14'00" E 2647.90' (S 00°14'00" E 2647.97' R-1)

FOUND 1/2" REBAR,  
TAGGED LS 7773,  
DOWN 0.5' AS PER  
LSP 23/90.

FOUND 1/2" REBAR,  
TAGGED LS 7773,  
DOWN 0.5' AS PER  
LSP 23/90.

FOUND 1/2" REBAR,  
TAGGED LS 7773,  
DOWN 0.5' AS PER  
LSP 23/90.

FOUND 1/2" REBAR,  
TAGGED LS 7773,  
DOWN 0.5' AS PER  
LSP 23/90.

FOUND 1/2" REBAR,  
TAGGED LS 7773,  
DOWN 0.5' AS PER  
LSP 23/90.

745.15'

30' W.C.

**7**  
11.60 ACRES  
GROSS

SEE DETAIL "A"

N 89°01'17" E 492.00'

FD. 1/2" REBAR, TAGGED  
L.S. 4375, DOWN 6", 30"  
FROM SECTION LINE PER  
P.M. 14-16

PM 14/16

NOT A PART

PM 20/17

FD. 1/2" REBAR, TAGGED  
L.S. 7765, DOWN 9",  
PER P.M. 18-39

492.00' (492.00' R-2)

**12**  
11.54 ACRES  
GROSS

**11**  
11.54 ACRES  
GROSS

**10**  
11.55 ACRES  
GROSS

**9**  
11.55 ACRES  
GROSS

**8**  
11.55 ACRES  
GROSS

1323.27

N 00°14'11" W 1323.37'

N 00°14'11" W 1323.47'

N 00°14'11" W 1323.57'

N 00°14'11" W 1323.67'

N 00°14'11" W 1323.76'

EXISTING 20' ACCESS EASEMENT  
PER INSTRUMENT #0012212, OFFICIAL  
RECORDS

380.03'

380.03'

380.03'

380.03'

380.03'

253.08'

N 89°03'03" E 2645.22' (N 89°42'16" E 2645.10' R-2) (S 89°03'22" W 2645.31 R-3)

CTR. SEC. 28, 18/22. FD. 1" IRON  
PIPE IN CONCRETE, TAGGED RCE  
21489, DOWN 1.55', PER P.M. 18-39.

E 1/4 COR. SEC. 28, 18/22.  
FD. 1/2" REBAR, TAGGED L.S.  
4375, FLUSH, PER K.C.C.R. # 2546

977.61'

346.34'

1323.5



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 3, 2015

**SUBMITTED BY:** Department of Public Works – Kevin McAlister, P.E. / Tim Breshears

**SUBJECT:** APPROVE PLANS AND SPECIFICATIONS AND AUTHORIZE  
ADVERTISING FOR THE CONSTRUCTION OF AN ADA RESTROOM  
FACILITY AT BURRIS PARK

**SUMMARY:**

**Overview:**

The County Parks and Grounds Division has been awarded \$133,175 in Housing-Related Parks Program (HRPP) grant funds that have been made available through California's Department of Housing and Community Development (HCD) for upgrades to the existing restroom facilities at Burris Park. This project consists of county staff performing demolition of the existing restroom and foundation in order to install a new ADA compliant prefabricated restroom and construct appropriate walkways and parking facilities. The pre-cast restroom facility will be purchased by the County outside of the construction contract for installation by contractor.

**Recommendation:**

- 1) Approve Plans and Specifications for an ADA restroom at Burris Park.
- 2) Authorize the Public Works Department to advertise for construction of the ADA restroom facility at Burris Park.
- 3) Approve award of informal bid to the pre-cast restroom facility to Structure Cast in the amount of \$93,900.

**Fiscal Impact:**

The HCD grant will provide reimbursement to the Burris Park Restrooms Fund up to \$133,175 of qualifying activities. All costs above the amount will come from the Parks budget, account # 82420094 as shown in the approved FY 2015/2016 budget.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **APPROVE PLANS AND SPECIFICATIONS AND AUTHORIZE ADVERTISING FOR THE CONSTRUCTION OF AN ADA RESTROOM FACILITY AT BURRIS PARK**

**November 3, 2015**

**Page 2 of 2**

#### **BACKGROUND:**

Kings County Public Works in 2014 received a Housing Related Parks Program grant in the amount of \$133,175 for the purpose of meeting ADA compliance at Kings County Park's restrooms. The grant pays the contractor costs associated with this project with the remaining going toward the cost of the prefabricated restrooms and professional services. All construction must be complete with the final report and grant payment request submitted no later than April 30, 2016. After careful consideration it was decided that purchasing from the manufacturer as "supplier only" would save the county the 15 percent markup typically applied by the contractor. Purchasing out of contract also provides the County more control over delivery dates. Structure Cast was selected based on the lowest bid for the informal rebidding of a "supplier only" restroom facility purchase. The estimated cost per Chas Rhoads construction is \$ 56,000 for the construction contract. Plans were prepared by Chas Rhoads Architecture, the surveying was performed by Zumwalt-Hansen, Inc., and the specifications were prepared by Public Works engineering staff with technical assistance from Chas Rhoads.

The time line for this project is as follows:

Advertising in the Hanford Sentinel will be November 6<sup>th</sup> and 13<sup>th</sup> with the public bid opening to be November 19<sup>th</sup>. At this time the order for the facility will be placed and we will then go to the Board to execute the contract agreement no later than December 15<sup>th</sup>. The contractor can then commence site work by January 4<sup>th</sup> and coordinate with the supplier for delivery of the facilities by February 19<sup>th</sup>. All work will be completed by March 4<sup>th</sup>.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 3, 2015

**SUBMITTED BY:** Health Department – Keith Winkler/Scott Waite

**SUBJECT:** FIRST 5 CHILDREN & FAMILIES COMMISSION REPORT FOR OCTOBER 2015

**SUMMARY:**

**Overview:**

This report is to inform the Board of Supervisors regarding actions taken by the First 5 Kings County Children and Families Commission at its October 13, 2015 meeting. These decisions affect the First 5 Kings County Program supervised by the Kings County Department of Public Health.

**Recommendation:**

Information Only.

**Fiscal Impact:**

None.

**BACKGROUND:**

In accordance with Proposition 10, codified as California Health and Safety Code section 130140, the Kings County Board of Supervisors adopted an ordinance establishing a county children and families first commission. This commission, which is known as the “First 5 Kings County Children and Families Commission”, serves to administer programs authorized by the “California Children and Families First Act of 1998.”

In 2014, the First 5 Kings County Program started operating as a division under the Kings County Department of Public Health. First 5 Kings County is the local agency established to administer Proposition 10 tobacco tax funds under California Health and Safety Code, section 130105, subdivision d(2)(A).

Section 130140, subdivision a(1)(B) establishes that the county ordinance contain a provision regarding “any other matter that the board of supervisors deems necessary or convenient for the conduct of the county commission’s activities.” Thus, it is appropriate for the Board of Supervisors to receive reports on the Commission’s actions.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.



First 5 Kings County Children and Families Commission held its regularly scheduled meeting on October 13, 2015. At this meeting the following actions took place and reports were made.

- (1) The Commission reviewed and approved the FY 14/15 Audit and Annual Report for the First 5 Kings County Children and Families Commission. These documents are required by Proposition 10 and were submitted to First 5 California and California State Controllers Office Prior to the November 1, 2015 deadline.
- (2) A presentation was made to the Commission by Evaluation Management & Training Inc. (EMT) regarding the Elevating Early Care and Education (E3) Initiative. The full Evaluation Report can be found at:  
[http://www.first5kc.org/documents/14-First5KingsCountyE3EvalFinal\\_07-03-2015\\_AB.pdf](http://www.first5kc.org/documents/14-First5KingsCountyE3EvalFinal_07-03-2015_AB.pdf)
- (3) The First 5 Kings County Commission reviewed and approved the release of a Request for Proposals (RFP) for evaluation services. This process seeks a new evaluator for the remainder of the 2015-2020 Strategic Plan. This document can be located at: <http://www.first5kc.org/documents/EvaluationServicesRFP2015-2020.doc>
- (4) The Commission released any conditions attached to a van purchased in 2001 to provide technical assistance and materials to childcare providers in Kings County. The van has been in service for over 10 years and has come to the end of its useful life. KCAO now has permission to sell the van and/or use the van to support other programs that serve children 0 through 5 and their families.
- (5) The Commission reviewed and took action to recommend Steve C. Naylor RN, CPNP to fill the Community at Large vacancy on the First 5 Kings County Commission. This item was brought to and approved by the Kings County Board of Supervisors at the October 20, 2015 meeting.
- (6) Staff from the Recreation Association of Corcoran (RAC) made a presentation on the Corcoran Family Resource Center, a project funded under the 2015-2020 Strategic Plan.
- (7) September 2015 Fiscal Report – currently the First 5 Kings County Children and Families Commission has expended 21.23% of the total budget and 2.64% of total expenditures have been for administration of funds well below the 10% limit adopted by the Commission.
- (8) The next meeting will be held December 1, 2015 at 3:00 PM in the Kings County Board of Supervisors Chambers.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 3, 2015

**SUBMITTED BY:** Community Development Agency – Greg Gatzka

**SUBJECT:** MONTHLY REPORT TO THE BOARD OF THE PLANNING COMMISSION'S  
ACTIONS

**SUMMARY:**

**Overview:**

Monthly report of the Planning Commission's actions.

**Recommendation:**

**Information only. No formal action required.**

**Fiscal Impact:**

None

**BACKGROUND:**

At their regular meeting held Monday, November 2, 2015, the Kings County Planning Commission reviewed the following:

### ACTIONS AS THE PLANNING COMMISSION

1. **DEVELOPMENT CODE TEXT CHANGE 668.20** – The Commission considered amendments to the Kings County Development Code for consistency with State law regarding housing issues, addition of regulations that will allow for voluntary parcel merger and various amendments to Articles of the Development Code as part of the Community Development Agency's continuing Development Code Maintenance Program.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.



# COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2370  
Catherine Venturella, Clerk of the Board of Supervisors

## AGENDA ITEM November 3, 2015

**SUBMITTED BY:** Community Development Agency – Greg Gatzka  
**SUBJECT:** AUTHORIZE APPLICATION SUBMITTAL FOR A SUSTAINABLE  
GROUNDWATER PLANNING GRANT

### **SUMMARY:**

#### **Overview:**

The County of Kings is located within the Tulare Lake Hydrologic Region and recognized by the State as one of the critically overdrafted basins in the State. Sustainable Groundwater Management Act Legislation signed into law in September of 2014 and 2015 requires that a new Groundwater Sustainability Agency (GSA) or sub-group of agencies be formed to plan for sustainable groundwater management. The established GSA or sub-groups will be responsible for the preparation and costs associated with developing Groundwater Sustainability Plans. To assist with some of those costs, the State has authorized up to \$500,000 for each County from Proposition 1 funds. These grant funds are only eligible to Counties, and the Community Development Agency (CDA) is working with local stakeholder agencies to define a scope of work for submitting a grant proposal to help cover some of the anticipated costs related to development of a plan.

#### **Recommendation:**

**That the Board direct staff to prepare and submit a Sustainable Groundwater Grant for the purposes of assisting local GSA Plan development, by authorizing:**

- 1. The Community Development Agency Director to enter into contract with Blais & Associates, for professional grant writing management, in an amount not to exceed \$7,800;**
- 2. CDA staff to submit the Sustainable Groundwater Grant application by the application deadline on behalf of the County.**

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## Agenda Item

### AUTHORIZE APPLICATION SUBMITTAL FOR A SUSTAINABLE GROUNDWATER PLANNING GRANT

November 3, 2015

Page 2 of 3

#### **Fiscal Impact:**

Funds are budgeted under the FY 2015/2016 CDA Planning Budget (2700) for consultant related expenses.

#### **BACKGROUND:**

On September 16, 2014, the Governor signed a three-bill (AB 1739, SB 1319, and SB 1168) package that became known as the "Sustainable Groundwater Management Act" that creates a framework of sustainable, local groundwater management. SB 13 was also signed in September of 2015. All of these bills work together to require the formation of a Groundwater Sustainability Agency (GSA) and the development of Groundwater Sustainability Plans (GSP) for areas designated medium or high priority groundwater basins. The Tulare Lake Hydrologic Region of which Kings County is within is identified by the State as a high priority basin area. Along with all these new State mandates comes the added cost to local agencies, communities and the general tax paying public to demonstrate compliance. Substantial planning efforts will be necessary to develop the groundwater modeling, reporting, and plans to demonstrate to the State that local GSA and related plans are moving toward sustainable groundwater.

To help offset some of those costs, the State released final guidelines for the Proposition 1 Sustainable Groundwater Planning Grant Program which offers grant funds up to \$500,000 for each County. These guidelines establish a short application deadline of December 8, 2015, so staff has prepared this request at the earliest opportunity to seek this Board's authorization to move forward and work with local stakeholder agencies in preparing a grant application that will benefit the needed planning efforts. These grant funds require a 50% match from the County. However, if a County qualifies as having a Stressed Basin and meets the criteria of having disadvantaged communities as well as being an economically distressed area, the County is eligible to waive the matching fund requirement. Staff intends to apply for waiver of the matching funds.

These funds are eligible to be used for:

*"Update or develop groundwater plans that protect basins and their beneficial uses and help facilitate basin-wide sustainable groundwater management, or actions that will lead to the update or development of such plans. Examples are listed below.*

- *Development and completion of interagency agreements that foster the formation of a Groundwater Sustainability Agency.*
- *Completion of basin assessments, determining data gaps, groundwater modeling, etc."*

In order to meet the short application deadline, the Community Development Agency (CDA) recommends that your Board authorize the CDA Director to enter into a contract with Blais & Associates, for professional grant writing management, in an amount not to exceed \$7,800. Blais & Associates have successfully applied for other Sustainable Community Planning Grants including the Sustainable Transportation Planning Grant for Kettleman City in 2014.

It is anticipated that notification of grant awards will occur in February of 2016.

## **Agenda Item**

### **AUTHORIZE APPLICATION SUBMITTAL FOR A SUSTAINABLE GROUNDWATER PLANNING GRANT**

**November 3, 2015**

**Page 3 of 3**

If the grant application is successful the County would then need to develop a Request for Proposals (RFP) to solicit a qualified applicant to provide the necessary deliverables as defined in the scope of work that will be developed in direct coordination with local stakeholder agencies working towards GSA formation.

Staff also recommends that your Board authorize the submittal of a Sustainable Groundwater Grant in an amount up to the \$500,000 grant maximum to pay for professional services that can assist in developing the needed resources, studies and tools that build toward the development of a groundwater sustainability plan. The deadline for submittal of this grant is December 8, 2015.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 3, 2015

**SUBMITTED BY:** Fire / Office of Emergency Management – Chief William Lynch / Michelle Speer

**SUBJECT:** EMERGENCY WATER DISTRIBUTION PLAN

**SUMMARY:**

**Overview:**

In September 2014, Governor Jerry Brown declared a state of emergency due to drought conditions in the state and authorized the use of California Disaster Assistance Act (CDAA) funds for drought related emergencies. The Kings County Office of Emergency Management (OEM) is seeking to implement the Emergency Water Distribution Plan, which will provide temporary water tanks to private homeowners whose domestic wells have failed due to drought conditions.

**Recommendation:**

1. Adopt the resolution approving the Kings County Emergency Water Distribution Plan.
2. Authorize the Kings County Office of Emergency Management (OEM) to submit an application for CDAA funds to administer a tank program in Kings County.
3. Authorize the County Administrative Officer, County Fire Chief and Emergency Services Coordinator to be designated as authorized signatories for other related CDAA and program related documents.
4. Authorize the Chairman to sign the Memorandum of Understanding with Self-Help Enterprises (SHE) for administration of the Emergency Water Distribution Plan upon State approval.

**Fiscal Impact:**

Kings County will not have any fiscal impact as a result of implementing the tank program for FY 15. A private non-profit agency will administer the program on our behalf, and the costs will be reimbursed by the State at 100% as long as the State continues to allow the use of CDAA funds to support tank programs.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **EMERGENCY WATER DISTRIBUTION PLAN**

**November 3, 2015**

**Page 2 of 2**

#### **BACKGROUND:**

Unlike many emergencies, a drought is slow-moving, and impacts are not immediately felt. We are currently in our fourth drought year and the winter 2014/2015 was the driest in California's history. Many hazards related to the drought are beginning to show across the State. As a result, Governor Edmund G. Brown Jr. has authorized state funding for specific programs related to drought relief.

The Emergency Water Distribution Plan will provide much needed relief to individuals who rely on private wells as their sole water source. Kings County OEM has been collecting data on the occurrence of domestic well failures since October 2014. As of October 27, 2015, there have been 44 domestic well failure reports made to the Kings County Office of Emergency Management.

The Emergency Water Distribution Plan will provide a temporary water tank, plumbed to the home, and regular water deliveries of potable water for the tank and bottled water to eligible applicants. Without the implementation of the Emergency Water Distribution Plan, homeowners are left with limited resources for obtaining reliable water supplies. Many individuals in our community have found it difficult to secure funding for a new well, or have been placed on extensive well-drilling wait lists. This plan is designed to provide assistance to those who have been unable to find permanent solutions.

Assistance can be provided to eligible application for a 1 year term. Extensions will be reviewed on a case-by-base basis. The program will be administered by Self-Help Enterprises and Kings County will provide the Oversight Committee. Self-Help Enterprises and Kings County OEM will work together to ensure that all program related documents are properly recorded and reported to the State of California for reimbursement.

At this time, Kings County Office of Emergency Management is recommending that the County adopt the Emergency Water Distribution Plan and allow Kings County OEM to submit an application for CDAA funding.

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

\*\*\*\*\*

IN THE MATTER OF APPROVING  
THE EMERGENCY WATER  
DISTRIBUTION PLAN, THE  
STATE GRANT APPLICATION  
AND AUTHORIZING SIGNATORIEES /

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the preservation of life and property is an inherent responsibility of all levels of government; and

WHEREAS, with California facing water shortfalls in the driest year in recorded state history, Governor Edmund G. Brown, Jr. proclaimed a State of Emergency on January 17, 2014 and directed state officials to take all necessary actions to prepare for these drought conditions; and

WHEREAS, pursuant to the California Disaster Assistance Act and Executive Order B-26-14 adopted in September 2014, the State has established incident CDAA 2014-03 under which reimbursement can be obtained by eligible entities, including the County, for programs that assist those impacted by the drought conditions and to respond to those in communities facing drinking water shortages and water for sanitation purposes; and

WHEREAS, on January 15, 2014, the Secretary of the United States Department of Agriculture designated 27 counties as primary natural disaster areas due to drought. Kings County was included in this designation and was eligible to be considered for certain assistance from the Farm Service Agency, provided eligibility criteria are met; and

WHEREAS, since March 2012 the County Board of Supervisors have proclaimed the existence of a local emergency due to drought and requesting State and Federal Aid when available and applicable; and

WHEREAS, the County's local emergency proclamation continues, along with 27 other counties in the State and the Board has directed that a Drought Task Force be assembled to assist communities within its jurisdiction in dealing with drought related impacts; and

WHEREAS, in May 2014, Kings County Office of Emergency Management (OEM) held their first Kings County Drought Task Force Meeting to facilitate the discussion on drought planning and preparedness within local communities; and

WHEREAS, the Drought Taskforce was created to exchange information between state and local agencies. Regular meetings continue to take place, with updates from the following entities: State Water Resources Control Board – Division of Drinking Water, Department of Water Resources, Cal OES Region V, City of Avenal, City of Corcoran, City of Hanford, City of Lemoore, Kings Community Action Organization, Kings County Job Training Office, United Way, PG&E, Southern California Edison, Kings County Office of Education, Kings County Department of Public Health – Environmental Health, Community Development Agency, Health & Human Services, Public Works, and OEM; and

WHEREAS, in September 2014, the first drought-related water system issue was reported in the community of Hamblin. The Hamblin Mutual Water Company reported a dry well that serviced approximately 41 homes, and over 100 residents. Due to the established relationship with the City of Hanford, a temporary connection was made to the City of Hanford municipal water system within 6 hours. The Kings County Board of Supervisors, Office of Emergency Management, and Environmental Health departments responded with assistance from State Water Resources Control Board (SWRCB) – Division of Drinking Water to provide emergency water and funding to secure the temporary connection; and

WHEREAS, January 2015 finished as one of the driest on historical record, with very little precipitation throughout the state; and

WHEREAS, in early February, 2015, rainfall from a major statewide storm event provided 90% of the monthly average rainfall for the Northern Sierra, and 52% for the San Joaquin Valley. Less rain fell further south in the state during this storm. The February manual snowpack survey recorded California snowpack at 19% of normal to date, and 12% of the April 1<sup>st</sup> average. Local reservoir levels as of October 15, 2015 remain low: Millerton Lake – 35% of capacity (90% of average); Pine Flat – 12% of capacity (34% of average); and San Luis 18% of capacity (35% of average); and

WHEREAS, Cal OES continues to monitor and identify communities and local water systems in danger of running out of water. Approximately 2,502 wells statewide have been identified as critical or dry, which impacts an estimated 12,510 residents. As of October 7, 2015, Cal OES has reported that 2,355 of the 2,502 dry wells are concentrated in the inland regions within the Central Valley; and

WHEREAS, as Kings County continues to suffer from the impacts of a multi-year drought, many homeowners in unincorporated areas have seen their wells go dry. Due to high demand for well drilling services, residents and business owners have experienced extended wait times for a new or deeper well to be completed. Going without a dependable water supply for this length of time creates an extreme hardship and can potentially put the health and safety of those affected at risk; and

WHEREAS, the Office of Emergency Services have assembled a Plan for emergency water distribution along with an application to the State for reimbursement for

the costs of implementing the Plan and will work with a designated local non-profit organization to carry out the Plan.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

That the Board of Supervisors of Kings County hereby:

1. Approves the Emergency Water Distribution Plan prepared by its Office of Emergency Management;
2. Approves the application for assistance pursuant to CDAA Incident 2014-03; and
3. Authorizes William (Bill) Lynch, the Fire Chief, Michelle Speer, the Emergency Services Coordinator, Larry Spikes, the County Administrative Officer, and/or Deb West, the Assistant County Administrative Officer to sign the application and any and all documents related to implementation of the Emergency Water Distribution Program.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

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

\_\_\_\_\_  
Richard Fagundes, Chairman  
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Catherine Venturella, Clerk  
Board of Supervisor, County of Kings

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION  
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Supervisors OF THE County of Kings  
(Governing Body) (Name of Applicant)

THAT \_\_\_\_\_, OR  
(Title of Authorized Agent)  
County Administrative Officer, OR  
(Title of Authorized Agent)  
County Fire Chief, OR  
(Title of Authorized Agent)  
County Emergency Services Coordinator  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the County of Kings, a public entity  
(Name of Applicant)  
established under the laws of the State of California, this application and to file it with the California Emergency Management Agency for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the County of Kings, a public entity established under the laws of the State of California,  
(Name of Applicant)  
hereby authorizes its agent(s) to provide to the California Emergency Management Agency for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

- This is a universal resolution and is effective for all open and futures disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) \_\_\_\_\_

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

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, \_\_\_\_\_, duly appointed and \_\_\_\_\_ of  
(Name) (Title)  
\_\_\_\_\_, do hereby certify that the above is a true and correct copy of a  
(Name of Applicant)

Resolution passed and approved by the Board of Supervisors of the County of Kings  
(Governing Body) (Name of Applicant)

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature) (Title)

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN SELF  
HELP ENTERPRISES AND THE COUNTY OF KINGS**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this \_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Kings, a political subdivision of the State of California, ("County"), and Self-Help Enterprises ("SHE"), a California Non Profit Public Benefit Corporation, hereinafter the Parties, pursuant to the following terms and conditions.

**1. SUBJECT**

This Memorandum of Understanding concerns the provision of emergency water supplies for sanitation related to the drought pursuant to the California Disaster Assistance Act, California Government Code section 8600 et seq., California Code of Regulations, Title 19, section 2900 et seq. and Executive Order B-26-14 issued on September 19, 2014, for which funding is available to local agencies or to State Private Non-Profits.

**2. PURPOSE**

This MOU establishes policies and procedures that will guide the parties hereto in implementing the provision of emergency water supplies for drinking and/or sanitation pursuant to the Executive Order B-26-14 and the other laws and regulations listed above. As required under the California Disaster Assistance Act and its implementing regulations, the County may seek a private non-profit to provide emergency water supply services. The County has determined SHE has the ability, capacity and is in the best situation to provide these services. The County as the local agency has requested SHE as the private non-profit to provide essential community services including emergency water supply to households without water for drinking and/or sanitation purposes ("emergency services") related to the drought. SHE has agreed to provide the emergency services. This shall be known as the "emergency water supply program" or "program" as set forth in this MOU.

**3. ROLES AND RESPONSIBILITIES**

a. County Responsibilities:

The County agrees to accept all complaints by households that are without water for drinking and/or sanitation purposes. The County agrees it will determine eligibility for these emergency services by verifying ownership status of the reported location. If the County determines the household is eligible for these emergency services, it will refer the household to SHE. The County agrees to provide other necessary assistance and consultation to SHE in an effort to ensure emergency services are provided to those eligible for this program.

b. SHE Responsibilities:

Other than certification of eligibility of a household and referral of a household to SHE, SHE agrees to verify whether or not the household is without water for drinking and/or sanitation purposes related to the drought. SHE will also be responsible for all other administrative functions and requirements of the program, including but not limited to,

delivery of emergency services to the household on a temporary basis and to continue to provide emergency services under this program until it is determined by the Governor and/or the State of California, Office of Emergency Services this program is no longer in effect and submittal of claims for reimbursement of eligible activities.

#### **4. FUNDING**

There shall be no exchange of funds between the parties to this MOU. SHE may apply directly with the State of California, Office of Emergency Services to seek reimbursement for eligible costs of implementing and carrying out this program.

#### **5. DURATION**

This MOU shall be in effect from the date of execution. This MOU can be terminated upon a thirty (30) day advance written notice of the termination by either party. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. SHE obligations such as record retention and other continuing requirements in state law and regulation related to this program shall survive termination of this MOU.

#### **6. MODIFICATIONS OF THIS MOU**

This MOU is the complete agreement by and between the parties related to this program and it may be modified by mutual written consent of the parties.

#### **7. LIABILITY**

The parties shall not be liable for any claim based on the exercise or performance, or the failure to exercise or perform a discretionary function or duty on the part of a state or local agency or any employee of the state or its political subdivisions in carrying out the provisions of the California Disaster Assistance Act (CDAA).

#### **8. RELATIONSHIP OF PARTIES**

This MOU shall not be construed to create a relationship of partners, employees, or servants or as agents between the parties.

#### **9. ASSIGNMENT**

This MOU may not be assigned to any other party without the express written permission by the County and as approved by the California Office of Emergency Services.

#### **10. NOTICE**

Any and all notices, reports or other communications to be given to County or SHE shall be given to the persons representing the respective parties at the following addresses:

**SHE:**  
Thomas J. Collishaw, President/CEO  
Self-Help Enterprises  
P.O. Box 6520  
Visalia, CA 93290  
Fax: (599) 651--3634

**COUNTY:**  
Michelle Speer  
Emergency Services Coordinator  
County of Kings  
Office of Emergency Management  
280 Campus Drive  
Hanford, CA 93230  
Fax: (559) 582-8261

**11. CONTROLLING LAW**

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California and venue shall be Kings County.

**12. COMPLIANCE WITH THE LAW**

SHE shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to SHE's performance under this MOU, including, but not limited to, laws related to prevailing wages, and state and federal civil rights laws that prohibit discrimination, and the First Amendment to the United States Constitution with regard to the use of the public funds for religious activities.

**13. RECORDS RETENTION**

SHE shall retain all financial and program records and supporting documentation, reasonably considered as pertinent to the program for three (3) years from the starting date of the retention period as verified by notification from the State.

**14. ENTIRE AGREEMENT**

This MOU and any exhibits or written amendments attached hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.

**15. AUTHORITY**

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

**16. INSURANCE**

- a. SHE shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. SHE's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating

of A:VII or with approval of the Risk Manager. The Policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following stated insurance policies:

1. Workers' Compensation Coverage - Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized sub-contractor to obtain such insurance for its employees).
  2. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this MOU or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
  3. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.
- b. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
1. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("County additional insureds").
  2. This policy shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.
  3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  4. The insurer waives all rights of subrogation against the County additional insureds.
  5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County additional insureds.
- c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County's option, SHE shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

- d. **Unsatisfactory Policies:** If at any time any of the policies or endorsements be deemed to be unsatisfactory as to form or substance by the Risk Manager, or if an issuing company shall be deemed to be unsatisfactory by the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- e. **Failure to Comply:** Upon failure to comply with any of these insurance requirements, this MOU may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this MOU, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

#### **17. HOLD HARMLESS/INDEMNIFICATION**

SHE shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of SHE, its officers, employees, agents, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of SHE. SHE's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that SHE shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this MOU.

County shall indemnify, defend, save, protect and hold harmless SHE, its officers, employees, representatives and from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of County, its governing body, officers, employees, agents, consultants, volunteers or any person under its direction or control and will make good to and reimburse SHE for any expenditures, including reasonable attorney's fees, that SHE may make by reason of such matters and, if requested by SHE, will defend any such suits at the sole cost and expense of County. County's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of SHE or any other person; provided, however, that County shall not be required to indemnify SHE for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of SHE.

**18. DISPUTES**

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Kings, State of California.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first written above.

COUNTY OF KINGS	SELF-HELP ENTERPRISES
By: Richard Fagundes Chairman, Board of Supervisors	By: Thomas J. Collishaw President/CEO
APPROVED AS TO LEGAL FORM:	
By: County Counsel	



# Kings County Emergency Water Distribution Plan

November 3, 2015

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## **I. Background and Introduction**

With California facing water shortfalls in the driest year in recorded state history, Governor Edmund G. Brown, Jr. proclaimed a State of Emergency on January 17, 2014 and directed state officials to take all necessary actions to prepare for these drought conditions.

In the State of Emergency declaration, Governor Brown directed state officials to assist farmers and communities that are economically impacted by dry conditions and to ensure the state can respond if Californians face drinking water shortages. The Governor also directed State agencies to use less water, hire more firefighters, and initiated a greatly expanded water conservation public awareness campaign.

In March 2012, the Kings County Board of Supervisors proclaimed the existence of a local emergency due to drought. The local proclamations requested State and Federal Aid when available and applicable. The County's local emergency proclamation continues, along with 27 other counties in the State.

In May 2014, Kings County Office of Emergency Management (OEM) held their first Kings County Drought Task Force Meeting to facilitate the discussion on drought planning and preparedness within local communities. The Drought Taskforce was created to exchange information between state and local agencies. Regular meetings continue to take place, with updates from the following entities: State Water Resources Control Board – Division of Drinking Water, Department of Water Resources, Cal OES Region V, City of Avenal, City of Corcoran, City of Hanford, City of Lemoore, Kings Community Action Organization, Kings County Job Training Office, United Way, PG&E, Southern California Edison, Kings County Office of Education, Kings County Department of Public Health – Environmental Health, Community Development Agency, Health & Human Services, Public Works, and OEM.

In September 2014, the first drought-related water system issue was reported in the community of Hamblin. The Hamblin Mutual Water Company reported a dry well that serviced approximately 41 homes, and over 100 residents. Due to the established relationship with the City of Hanford, a temporary connection was made to the City of Hanford municipal water system within 6 hours. The Kings County Board of Supervisors, Office of Emergency Management, and Environmental Health departments responded with assistance from State Water Resources Control Board (SWRCB) – Division of Drinking Water to provide emergency water and funding to secure the temporary connection.

On September 19, 2014, Governor Brown issued Executive Order (EO) B-26-14 authorizing the California Office of Emergency Services (Cal OES) to provide California Disaster Assistance Act (CDAA) funding, as deemed appropriate, for local government assistance to provide emergency water supplies to households without water for drinking and/or sanitation purposes. Costs relating to the emergency distribution of water for drinking and/or sanitation incurred after January 17, 2014 may be eligible for CDAA reimbursement.

On January 15, 2014, the Secretary of the United States Department of Agriculture designated 27 counties as primary natural disaster areas due to drought. Kings County was included in this

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designation and was eligible to be considered for certain assistance from the Farm Service Agency, provided eligibility criteria are met.

## **II. Current Conditions**

January 2015 finished as one of the driest on historical record, with very little precipitation throughout the state. In early February, rainfall from a major statewide storm event provided 90% of the monthly average rainfall for the Northern Sierra, and 52% for the San Joaquin Valley. Less rain fell further south in the state during this storm. The February manual snowpack survey recorded California snowpack at 19% of normal to date, and 12% of the April 1<sup>st</sup> average. Local reservoir levels as of October 15, 2015 remain low: Millerton Lake – 35% of capacity (90% of average); Pine Flat – 12% of capacity (34% of average); and San Luis 18% of capacity (35% of average).

Cal OES continues to monitor and identify communities and local water systems in danger of running out of water. Approximately 2,502 wells statewide have been identified as critical or dry, which impacts an estimated 12,510 residents. As of October 7, 2015, Cal OES has reported that 2,355 of the 2,502 dry wells are concentrated in the inland regions within the Central Valley.

As Kings County continues to suffer from the impacts of a multi-year drought, many homeowners in unincorporated areas have seen their wells go dry. Due to high demand for well drilling services, residents and business owners have experienced extended wait times for a new or deeper well to be completed. Going without a dependable water supply for this length of time creates an extreme hardship and can potentially put the health and safety of those affected at risk.

## **III. Resources**

### **A. Eligible Applicants**

As outlined by EO B-26-14, the following entities are eligible to participate in the Emergency Water Distribution program:

- Counties
- Cities
- Special Districts
- Schools
- Private Non-profit organizations

Only those jurisdictions with the authority to provide emergency water supplies in response to a threat to public health and safety are eligible. Residents requesting assistance must work directly with these identified entities.

In addition to local public agencies, EO B-26-14 makes funding available under the State Private Non-profit Organization Assistance Program. This program allows certain eligible private non-profit organizations or intermediary private non-profit organizations to apply directly to the State for reimbursement of 100% of extraordinary costs incurred while providing emergency distribution of water for drinking and/or sanitation. However, local government must first

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designate the private non-profit organization as the entity authorized to distribute water on its behalf.

### **B. Eligible Work and Costs**

EO B-26-14 specifically identifies types of work and costs that are eligible for reimbursement when providing for the emergency distribution of water to residents. Eligible types of work include:

- Emergency work
- Category B – Emergency Protective Measures
  - Actions taken by a community before, during and following a disaster to save lives, protect public health and safety, or eliminate immediate threat of significant damage to improved public and private property through cost effective measures.
- Activities eligible only under a “Gubernatorial Proclamation”

Within these types of work, the eligible costs must be proven to be necessary and reasonable, must comply with standards of procurement, and be offset by all funds/credits provided to the resident via outside sources. The eligible costs include:

- Emergency water supplies for sanitation, such as providing portable toilets and/or portable shower or laundry services
- Installation and removal of temporary water tanks, and required appurtenances, to provide potable water to owner-occupied household for drinking and sanitation

### **C. Non-Eligible Costs**

The following are examples of expenses that are ineligible for reimbursement through the CDAA for EO B-26-14:

- Income, fees, revenues, wages, or rents lost or voluntarily waived by a local agency
- Activities or costs associated with permanent work such as the drilling of wells
- The distribution of water to businesses (rental property is considered a business unless rental income is waived by the landlord)

### **D. CDAA Application**

As a result of EO B-26-14, the California Disaster Assistance Act established incident CDAA 2014-03 by which eligible entities may apply to participate in the reimbursement program. The incident period of CDAA 2014-03 is January 14, 2014 through a date yet to be determined. A local agency has 60 days after the date of the proclamation of a local emergency to apply for state financial assistance. However, due to ongoing drought conditions, pursuant to California

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Government Code, Section 8685.4, the Director of Cal OES may extend the time for filing an application for state financial assistance under CDAA. Time extensions will be considered on a case-by-case basis. Once CDAA receives a copy of an approved Emergency Drinking Water Plan, project application form, list of projects, and designation of authorized agency, participation in the program can begin.

#### **IV. Emergency Water Distribution**

##### **A. Program Management**

Kings County Office of Emergency Management will oversee the emergency water distribution program and will facilitate an Oversight Committee to review and approve applications for services. A private non-profit organization will be identified and tasked to perform the following duties on behalf of the County:

- Receive and prepare applications for review
- Install, weatherize, maintain, and remove temporary Water Distribution Systems
- Coordinate water deliveries
- Track active temporary Water Distribution Systems and their removal

The system will be designed as a temporary water delivery solution. All water distribution installations and site plans must be approved and the installation inspected by the Kings County Community Development Agency prior to use by the resident. The private non-profit organization is required to submit all plans, obtain permits and coordinate any required inspections.

##### **B. Application Process**

Kings County Office of Emergency Management will direct the identified private non-profit organization to receive, review, and track all applications for the temporary water distribution system program. Completed applications that meet eligibility requirements, along with supporting documentation, will be forward to OEM and reviewed by the Oversight Committee for final approval prior to system purchase and installation. Each household temporary water distribution system recipient will be required to provide documentation from a well driller or pump company verifying that the well is dry, should verification not be able to be determined by private non-profit, sign a tank Lease, Right of Entry, and Hold Harmless Agreement provided by the private non-profit organization to outline the responsibilities of all parties involved. The Agreements' terms must be met prior to installation or dissemination of any equipment or services related to the program.

##### **C. Oversight Committee**

Kings County Office of Emergency Management will facilitate an Oversight Committee to review and approve applications for temporary water delivery services and other services outside of water delivery as appropriate. The Oversight Committee will consist of a representative from

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each of the following County departments: Office of Emergency Management, Public Health – Division of Environmental Health, Community Development Agency, and Human Services Agency. The Oversight Committee will review all applications to ensure that the appropriate level of service is being recommended and provided to residents in order to address health and safety concerns identified through the application process.

#### **D. Site Inspection**

Once applicant ownership has been verified by Kings County, the private non-profit organization will conduct a site inspection to verify the condition of the well and the existence of a feasible plan to have a new or deeper well constructed, or to determine if another long-term water supply solution is in place, and to determine the best location and design for the temporary water distribution system. The private non-profit organization will work with the Kings County Community Development Agency to obtain all necessary permits and to ensure that the temporary Water Distribution System is in compliance with current building and safety codes.

#### **E. Temporary Water System Installation**

Following the site inspection, the private non-profit organization will request final approval from the Oversight Committee to proceed with system installation. The private non-profit organization will arrange for the installation of the temporary water distribution system and ensure that each installed tank is labeled as “non-potable”.

#### **F. Water Delivery**

Once the system is installed, the private non-profit will coordinate water deliveries with water haulers that are licensed by the State Water Resources Control Board. Water deliveries must be pre-approved and scheduled in advance with the private non-profit organization. Bottled water deliveries will also be coordinated through the private non-profit organization. Recipients will receive no more than one water delivery per week. The amount of water delivered will be based on the number of residents in each home, with one gallon per person per day for drinking and 50 gallons per person per day for sanitation provided. Water delivered is solely for health and sanitation purposes. A recipient must agree to cease all ornamental watering activities while receiving services through the Temporary Water Delivery program.

#### **G. Service and System Maintenance**

The private non-profit organization will educate program recipients regarding the appropriate care and use of the system and instruct that all drinking and cooking activities should be conducted with bottled water. All system maintenance and repair issues will be coordinated directly through the private non-profit organization.

#### **H. Inventory Control**

The private non-profit organization will be responsible for the following activities related to inventory control:

- Assign inventory control numbers to each water distribution system unit
- Track equipment, installation location, and authorized equipment maintenance and repairs

- 
- Coordinate recovery of water distribution system unit once permanent water services have been restored to residence
  - Disinfect water distribution system units to prepare for future distribution as needed

### **I. Water Quality**

Licensed water haulers will be required to maintain records assuring the water delivered to and utilized in the temporary water distribution systems will meet potable water standards as identified by the California Code for Drinking Water. Although all of the water delivered will be potable, the private non-profit organization will provide a Drinking Water Advisory Notice to residents at the time of installation to ensure that bottled water is used for all drinking and cooking activities.

### **J. Reporting and Cost Recovery**

The private non-profit organization will submit weekly reports to Kings County OEM that outline:

- Recipient information
- Approved services provided
- Cost associated with installation and maintenance
- Recovery of systems

In addition to weekly reports, Kings County OEM will review all requests for CDAA funding reimbursement. Once approved, these requests will be forward to Cal OES for payment.

## Appendix A – Application

Date: \_\_\_\_\_

Do you rent or own the property?  Own  Rent

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Well Address: \_\_\_\_\_

APN Number (If Available): \_\_\_\_\_

How many persons are using this well for their water source? \_\_\_\_\_

Age of Residents:  Less than 18  18-60  Over 60

What is the primary use of the well?  Domestic  Agricultural

What is the current problem with the well?

Well is dry and needs to be replaced.

Other \_\_\_\_\_

Has dry well documentation been provided by a well drilling company or pump company?

Yes (Please attach documentation to application.)  No

Have you contacted a well driller and been placed on a list for well installation?

Yes (Please attach documentation to application.)  No

If yes, how long do you estimate it will take for the new well to be installed?

1- 3 months  3- 6 months  6-12 months  12-18 months

Have you completed and signed the Right-of-Entry Hold Harmless Agreement?

Yes (Please attach documentation to application.)  No

Have you completed and signed the Personal Property Private Non Profit Enterprises Lease and Release and Waiver of Liability and Assumption of Risk Agreement?

Yes (Please attach documentation to application.)  No

Have you received the Drinking Water Advisory Notice?  Yes  No

Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_

By signing the application you are certifying under penalty of perjury under the laws of the State of California that all of the information is correct to the best of your knowledge.

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### For Official Use Only

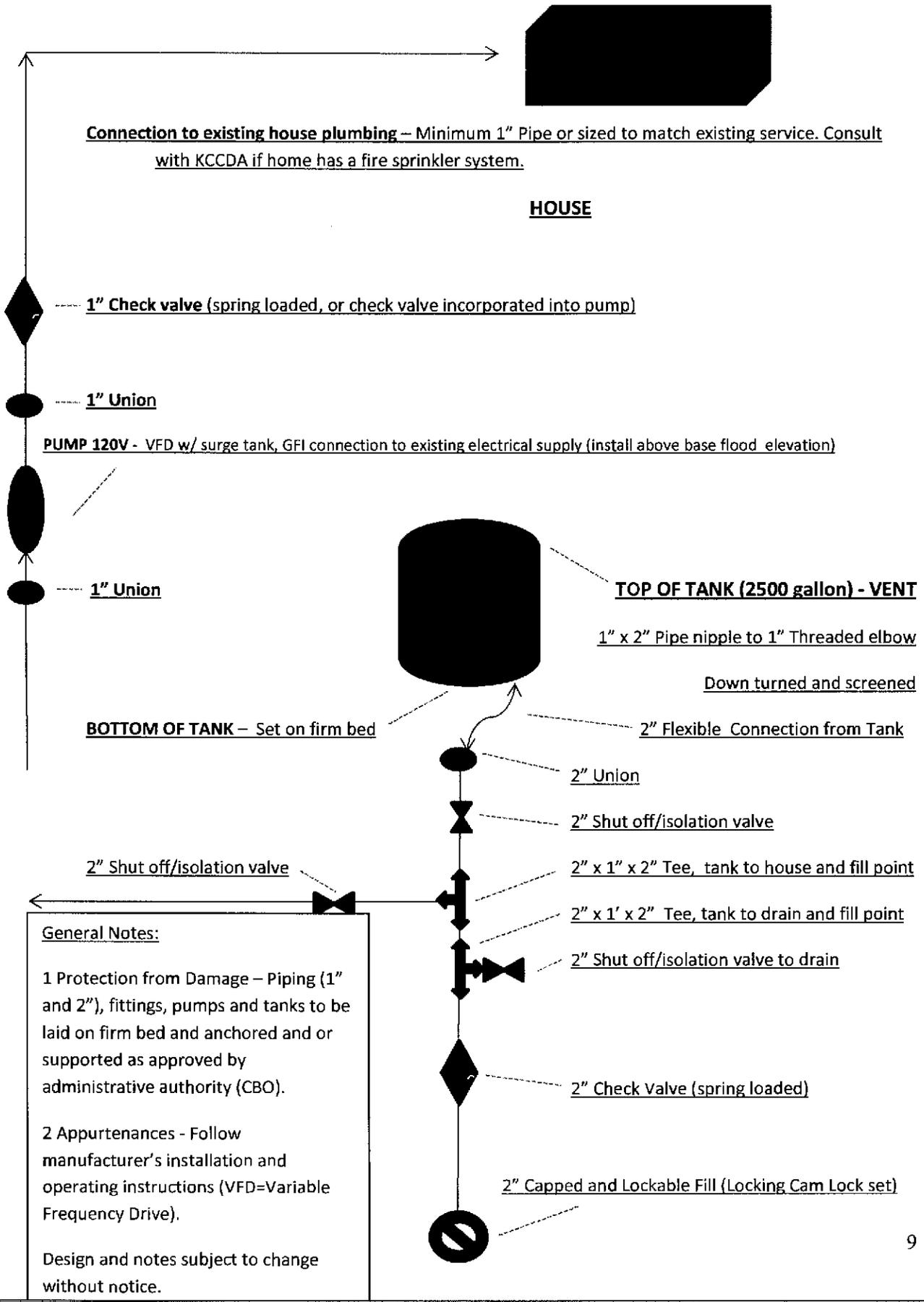
Application complete  Yes  No Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Private Non Profit*

Application approved  Yes  No Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix B – Installation Schematic

### Typical Temporary Water Distribution System Install (CDA 2015)



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## Appendix C – Right of Entry, Hold Harmless Form, and Lease Agreement

### RIGHT-OF-ENTRY HOLD HARMLESS AGREEMENT

(For Installation and Maintenance of Interim Water Supply on Private Property)

THIS RIGHT-OF ENTRY HOLD HARMLESS AGREEMENT (“Permit”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between \_\_\_\_\_ (“Owner”), COUNTY OF KINGS, a Political Subdivision of the State of California, (“County”), and SELF-HELP ENTERPRISES, a non-profit agency, whose address is 8445 W. Elowin Court, Visalia, CA 93290 (“Private Non Profit”), to allow County and Private Non Profit to enter upon Owner’s property commonly identified by Assessor’s Parcel Number (APN) \_\_\_\_\_, and by street address as \_\_\_\_\_, County of Kings, State of California (“Premises”), upon the following terms and conditions:

1. Grant of Right-of-Entry. Owner hereby grants County and Private Non Profit and officers and agents, including water haulers this Right of Entry Permit (the “permitted parties”) onto, over, in, and under the Premises for the purpose of inspecting the Premises, testing materials on the Premises, preparing the Premises, and placing a ground level water storage tank(s) with pump and appurtenances on the Premises, subject to the terms and conditions set forth in this Permit. Owner hereby also grants to permitted parties permission to deliver water to the water storage tank(s) on the Premises. Owner also grants permitted parties permission to remove tank, pump and appurtenances according to terms set forth herein. Permitted parties are offering provision of interim water supply pursuant to Executive Order B-26-14 executed by the California Governor to property owners under a separate personal property lease and release and waiver of liability and assumption of risk agreement.

2. Owner Obligations.

(a) During the term of this Permit Owner agrees not to enter into any other agreement that would impede the ability of Owner to continue to convey this Permit to permitted parties.

(b) Audits. All disaster-related funding, including that for inspection, testing, or installation of interim water supply on private property is subject to audit. Permitted parties will furnish any documentation in its possession to auditors when required to do so.

3. Term. The term of this Permit shall commence on \_\_\_\_\_, 20\_\_, and shall proceed simultaneously during the term of the Personal Property Lease Release and Waiver of Liability and Assumption of Risk Agreement signed between Owner and Private Non Profit pertaining to the lease of the ground level water storage tank, pumps and appurtenances, for interim water supply as described herein. Upon the Personal Property Lease Release and Waiver of Liability and Assumption of Risk Agreement terminating, this Permit shall automatically terminate.

4. Release. Owner releases, discharges and waives any and all claims in law or equity, for loss, damage, expense, personal injury, charges or costs of any kind or character,

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including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which Owner could assert arising out of or in any way connected to actions arising out of this Permit, against Kings County, Private Non Profit, the State of California, and the water haulers including each of their agencies and departments and political subdivisions, and any of the officers, agencies, agents, contractors, subcontractors, employees, and volunteer of those entities.

5. State of California is Held Harmless. As to any activity funded wholly or in part with State funds, Owner shall indemnify and hold harmless the State of California, and any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers; against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs, in law or in equity (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit, regardless of fault.

6. County and Private Non Profit are Held Harmless. As to any activity conducted by permitted parties, Owner shall indemnify and hold them harmless, including any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers; against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs, in law or in equity (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit, regardless of fault.

7. Notice of Hazards. Owner shall make Owner's best efforts to mark any sewer lines, utilities, septic tanks, underground storage tanks, and water lines located on the Premises.

8. No Assumption of Liability for Damage to Premises. In consideration of the assistance provided to Owner under this Permit, at no cost to Owner, State of California, and permitted parties assume no liability or responsibility pertaining to inspecting the Premises, testing materials on the Premises, preparing the Premises, and placing a ground level water storage tank(s) with pump and appurtenances on the Premises. Therefore, Owner shall not seek to recover from permitted parties nor State of California or any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers, the costs of remediating any damages to the Premises incurred as a result of acts or omissions taken pursuant to this Permit.

9. Agents of County and Private Non Profit. Any person, firm, corporation or other entity authorized by the County to work upon the Premises pursuant to this Permit shall be deemed to be County's agent, including but not limited to Private Non Profit, water haulers, County and State of California, and shall be subject to all applicable terms of this Permit.

10. Authority. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this Permit. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Permit on behalf of Owner are the duly designated agents of Owner and are

authorized to do so. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner, except to the extent common ownership, or condominium or homeowners association of a portion of the structures on the Premises or of the land comprising the Premises, is disclosed here:

Common ownership if any (if none, write "none"): \_\_\_\_\_

\_\_\_\_\_

11. Entire Agreement. This Permit constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

12. Modification. The provisions of this Permit may not be modified, except by a written instrument signed by all parties to this Permit.

13. Partial Invalidity. If any provision of this Permit is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

14. Successors & Assigns. This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

15. Notices. Any notice required hereunder shall be provided as follows:

For the Owner:

Name: \_\_\_\_\_

Address#1: \_\_\_\_\_

\_\_\_\_\_

Address#2: \_\_\_\_\_

\_\_\_\_\_

Phone number: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Work phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Declaration Under Penalty Of Perjury

By signing below, you are certifying under penalty of perjury under the laws of the State of California that you have read and understand all of the information in aforementioned Right- Of- Entry Permit and all of the information entered is correct and to the best of your knowledge.

**OWNER:**

Assessor's Parcel Number: \_\_\_\_\_

Property Address:

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By:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(date)

Phone #1:

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Phone #2:

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Email address:

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**Personal Property Lease  
Release and Waiver of Liability and  
Assumption of Risk Agreement**

I. This lease made this \_\_\_\_\_, 2015 between Self-Help Enterprises (“Lessor”), a non-profit agency, whose address is 8445 W. Elowin Court, Visalia, CA 93290, and \_\_\_\_\_ (“Lessee”).

II. Lessor hereby leases to Lessee the following personal property (“Property”):

- (1) 1 - \_\_\_\_\_ gallon ground level storage tank.....Inventory #(T\_\_\_\_\_)
- (2) 1 1-Horsepower Shallow Well Pump with Pressure Tank.....Inventory#(P\_\_\_\_\_)
- (3) Miscellaneous Plumbing Material for interim potable water connection on the following conditions:

**III. Term**

The term of the lease shall be 12 months. Such term shall commence on \_\_\_\_\_, 20\_\_\_\_ and terminate on \_\_\_\_\_, 20\_\_\_\_, unless otherwise terminated as provided in this lease. Lessor shall have the right, at its option, to extend the term of this lease for a period of time after the expiration of the lease term by giving written notice to Lessee before the end of the lease term. A condition of extending the lease term will include documentation that the lessee has made efforts to obtain a long term solution to the lessee’s subject property’s water outage for residential purposes. Lessee shall have the right to terminate the lease at any time upon providing written notice to Lessor, and allow reasonable time for the Lessor to remove personal property listed above.

**IV. No Compensation For Lease**

Lessor shall lease the equipment referenced above to Lessee, and Lessee and Lessor shall comply with the terms and conditions of this lease without the payment of any monetary consideration between Lessor and Lessee, one party to the other.

**V. Location of Property**

Lessee shall be entitled to use the Property only at the following location \_\_\_\_\_. Lessee shall not remove Property from this location without the prior written consent of Lessor.

**VI. Maintenance and Repair**

Lessee shall exercise due care in the use and maintenance of Property, keeping it in good repair and in a condition equivalent to that in which it was received by Lessee, ordinary wear and tear excepted. Lessee may not tamper with the temporary system; any tampering may result in system removal. Lessee may not turn on pump after the installation; the initial purging of the pump must

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be conducted by the Non-Profit agency or Contractor. Lessee is responsible for Property and shall protect property from damage and notify authorities of any vandalism or theft. If pumps are allowed to run with no water, they may fail so it is the Lessee's responsibility to turn pump off when tank is low and/or out of water. If a pump fails due to initial purge from Lessee or lack of water, it is the Lessee's responsibility to replace the pump. As needed, the Lessee shall allow the Lessor or its representative to test and disinfect water in water tank/pump system.

#### **VI. Water Use**

Lessee agrees to use all water delivered solely for health and sanitation purposes. Lessee agrees to cease all ornamental watering activities while receiving services through the Kings County Emergency Water Distribution Program.

#### **VIII. Assignment or Sublease**

Lessee will not assign this lease or sublet the leased Property unless the written consent of the Lessor is first obtained.

#### **IX. Default**

If Lessee shall be in default of any of any term and condition in this lease or in the separate right-of-way hold harmless agreement, remove or attempt to remove the leased Property from location without first obtaining Lessor's written consent, or the declared proclamation of a local emergency as a result of the current drought is no longer in place ceasing available allocated funding from the State of California to provide/maintain the leased Property to Lessee, Lessor shall, at its discretion, terminate this lease and Lessee's right to possession of leased Property, and Lessor shall then without demand on or written notice to Lessee take possession of leased Property.

#### **X. Return of Property**

On expiration or earlier termination of this lease (such as if a long term water solution is implemented), Lessee shall return leased Property to lessor in good repair, ordinary wear and tear excepted.

#### **XI. Indemnity**

Lessee hereby agrees to indemnify and save and hold harmless Lessor, County of Kings, and State of California, and any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers against any and all claims, actions, proceedings, demands, damages, judgments, awards, fines, mechanics' liens or other lien, loss, expenses, personal injury, property injury, charges or costs of any kind or character and liabilities, including attorney's fees and court costs, in law or in equity, which arise from or are anyway connected with the lessee's possession, use, and return of the leased Property.

**XII. Applicable Law**

This lease, and construction thereof, shall be governed by the laws of the State of California.

**XIII. Notices**

Any notice to be given under this lease shall be given by mailing the notice:

TO LESSOR: Private Non Profit Enterprises

TO LESSEE: \_\_\_\_\_

**Release and Waiver of Liability and Assumption**

Lessee hereby acknowledges that every effort is made to ensure that water being provided through the County Emergency Water Distribution Program is potable water. All materials and equipment used are of potable-grade, only potable water sources and haulers that are licensed by the California Department of Public Health are used; however no warranty is made and user assumes all risk of utilizing this water for any specific purpose including drinking, cooking or oral hygiene.

Lessee hereby acknowledges that THE USE OF LEASED PROPERTY MAY BE DANGEROUS and involves the risk of serious injury and/or death and/or property damage.

Lessee hereby agrees that this Release and Waiver of Liability and Assumption of Risk Agreement, and Personal Property Lease extends to all acts of negligence by Lessor, County of Kings, State of California and is intended to be as broad and inclusive as permitted by the laws of the State of California and federal government.

**I HAVE READ THE TERMS OF THIS PERSONAL PROPERTY LEASE, RELEASE AND WAIVER OF LIABILITY and ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND THE TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

\_\_\_\_\_  
(Lessee's Signature)

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

\_\_\_\_\_  
(Lessor's Signature)

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 3, 2015

**SUBMITTED BY:** Fire / Office of Emergency Management – Chief William Lynch / Michelle Speer

**SUBJECT:** EMERGENCY OPERATIONS PLAN

### **SUMMARY:**

#### **Overview:**

In 2013 the Homeland Security Grant Approval Authority authorized the revision of the Kings County Emergency Operations Plan (EOP). The EOP revision was for the County of Kings, as well as the cities of Avenal, Corcoran, Hanford and Lemoore. The EOP addresses the County's responsibilities, processes and procedures when responding to a catastrophic event.

#### **Recommendation:**

- 1. Adopt a resolution accepting the 2015 Kings County Emergency Operations Plan**
- 2. Authorize the Chairman of the Board of Supervisors to execute the Letter of Promulgation included within the EOP.**

#### **Fiscal Impact:**

In 2013 Kings County budgeted \$90,975 through the Homeland Security Grant (Budget Unit 242000) to revise the Emergency Operations Plan. All funds for this project have been expended.

### **BACKGROUND:**

The County of Kings Emergency Operations Plan (EOP) establishes an Emergency Management Organization and assigns functions and tasks consistent with California's Standardized Management System (SEMS) and the National Incident Management System (NIMS). It provides for the integration and coordination of planning efforts of multiple jurisdictions within Kings County.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **EMERGENCY OPERATIONS PLAN**

**November 3, 2015**

**Page 2 of 2**

This plan was developed for each County department, local special districts with emergency services responsibilities, and in coordination with the cities in Kings County. The content is based upon guidance approved and provided by the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA). The intent of the EOP is to provide direction on how to respond to an emergency from the onset, through an extended response, and into the recovery process. The EOP includes detailed annexes regarding EOC Direction and Control, Communications and Warning, Emergency Public Information, and Recovery.

The previous plan was adopted in 2008, and at the time, the federal recommendation was to update Emergency Operation Plans every five (5) years. The current EOP addresses only a few significant changes. The Comprehensive Preparedness Guide 101, version 2.0 (CPG 101) is a federal document which provides guidance to state and local agencies on how to plan, develop, and implement an EOP. The CPG 101 was most recently updated in November 2010. At that time, significant changes to the structure of EOPs were outlined.

Our new plan is formatted in compliance with the most recent CPG recommendation. The EOP is broken up into sections, including the Basic Plan, Direction and Control Annex, Emergency Public Information Annex, Communications and Warning Annex, and the Recovery Annex. Each annex is designed to be a stand-alone document providing in-depth information on specific content areas.

Additionally, the CPG now requires that EOPs be reviewed annually and that a full update be completed every two (2) years. Kings County OEM will be responsible for ensuring that EOP updates are scheduled based upon the new recommendations and that any changes to the plan are documented.

Once adopted, this plan is an extension of the California Emergency Plan. The EOP is the backbone for our local response to an emergency and provides the framework for our response and recovery efforts. It will be reviewed, tested and revised as necessary in order to meet the changing needs of the County.

An electronic copy of the Emergency Operations Plan is on file with the Clerk of the Board.

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

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IN THE MATTER OF APPROVING  
AND PROMULGATING RESOLUTION NO. \_\_\_\_\_  
THE UPDATE OF THE  
EMERGENCY OPERATIONS PLAN \_\_\_\_\_ /

WHEREAS, the preservation of life and property is an inherent responsibility of all levels of government; and

WHEREAS, as disasters occur in devastating form at any time, the County of Kings ("County") must provide safeguards, which will save lives and minimize property damage through planning, preparedness measures and training; and

WHEREAS, sound emergency plans carried out by knowledgeable and well-trained personnel can and will minimize losses; and

WHEREAS, the County's Emergency Operations Plan (EOP) establishes an Emergency Management Organization and assigns functions and tasks consistent with California's Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS); and

WHEREAS, the County's EOP also provides for the integration and coordination of planning efforts of multiple jurisdictions within Kings County; and

WHEREAS, the EOP presented today was developed for each County department, local special districts with emergency services responsibilities; and in coordination with the cities in Kings County; and

WHEREAS, the EOP's content is based upon guidance approved and provided by the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA); and

WHEREAS, the intent of the EOP is to provide direction on how to respond to an emergency from the onset, through an extended response, and into the recovery process; and

WHEREAS, once adopted, this EOP becomes an extension of the California Emergency Plan; and

WHEREAS, as with most plans of this nature, it will be reviewed and tested periodically and revised as necessary to meet changing conditions; and

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WHEREAS, the Kings County Board of Supervisors hereby declares its support for this EOP and urges all public employees and individuals to prepare for times of emergency before they occur.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

That the Board of Supervisors of Kings County hereby approves and promulgates the update of the EOP and directs the Emergency Services Coordinator to distribute same to all those subject to its implementation.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

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

\_\_\_\_\_  
Richard Fagundes, Chairman  
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Catherine Venturella, Clerk  
Board of Supervisor, County of Kings



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 3, 2015

**SUBMITTED BY:** Administration – Larry Spikes/Deb West

**SUBJECT:** MASTER FEE ORDINANCE #520.16 AND MASTER FEE SCHEDULE

**SUMMARY:**

**Overview:**

The Master Fee Ordinance #520, was adopted in April, 1993, with the stipulation that the schedule be comprehensively reviewed every other year by each department. The current version, #520.16, was introduced on October 20, 2015 at a public hearing; the ordinance is returned to your Board for adoption at this time.

**Recommendation:**

**Adopt the Ordinance 520.16, the Master Fee Ordinance, including the Master Fee Schedule effective January 4, 2016.**

**Fiscal Impact:**

Varies depending upon fee approval. Departments requesting changes to their fee structure have incorporated the proposed changes as part of their FY 15/16 budget.

**BACKGROUND:**

A study session was conducted on this subject with your Board on October 13, 2015. The study session included a comprehensive review of all County department fees. The proposed ordinance, 520.16, and fee schedule were introduced at a public hearing on October 20, 2015. No verbal or written public testimony was received from those in attendance at the meeting.

The fees associated with this summary ordinance will take effect no sooner than 60 days after adoption, pursuant to Government Code 66017. Attached to this agenda item is the final format presentation of the schedule of fees that will be in effect starting January 4, 2016, upon adoption of the Master Fee Ordinance.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed  
and adopted on \_\_\_\_\_.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

ORDINANCE NO. 520.16

AN ORDINANCE AMENDING ORDINANCE NO. 520.15  
ESTABLISHING CERTAIN COUNTY FEES AND CHARGES;  
INCREASES THERETO; MASTER FEE SCHEDULE

The Board of Supervisors of the County of Kings Ordains as follows:

SECTION 1. Master Fee Ordinance.

This Ordinance and future amendments thereto shall be referred to and known as the "Master Fee Ordinance."

SECTION 2. Fees and Charges.

The fees and charges set forth in the Master Fee Schedule, attached hereto and incorporated herein as if set forth in full, are hereby established for the following county departments and divisions thereof:

- Assessor-Clerk Recorder-Elections
- Board of Supervisors (Clerk of the Board)
- Community Development Agency
- District Attorney
- Finance Department
- Fire Department
- Health Department
- Library
- Minors Advocates
- Probation
- Public Guardian
- Public Works
- Sheriff/Coroner/Public Administrator/Animal Control

SECTION 3. Fee Modifications.

Fees and charges for the listed county departments and other county departments, may be added, reduced, increased, or deleted from time to time by amendments to the Master Fee Schedule by resolution or by amendments to this Master Fee Ordinance, in compliance with State law.

SECTION 4. Codified Fees and Charges.

The fees and charges adopted in Section 2 of this Ordinance shall supersede and take the place of any different fee or charge in any codified section of the Kings County Ordinance Code, in any Ordinance, or any Resolution.

SECTION 5. The fees and charges established hereby shall take effect upon the effective date of this Ordinance.

SECTION 6. Findings.

The Kings County Board of Supervisors adopts the following findings:

a. The Kings County Board of Supervisors held at least one public meeting at which oral or written presentations could be made, as a part of a regularly scheduled meeting, and that notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data required by this section is available, was mailed at least fourteen (14) days prior to the meeting to any interested party who filed a request with this Board for mailed notice of the meeting on renewed or increased fees or charges and, further, that at least ten (10) days prior to the meeting, this Board made available to the public data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee is levied and the revenue sources anticipated to provide the service, including general fund revenues.

b. Prior to adopting this Ordinance, a public hearing was held at which oral or written presentations could be made, and notice of the time and place, including a general explanation of the matter to be considered, was published in accordance with Government Code section 6062a.

c. The fees and charges specified by this Ordinance do not exceed the cost of providing the product or service or enforcing the regulation for which the fee or charge is levied.

SECTION 7. This ordinance shall take effect sixty (60) days after its adoption and before the expiration of fifteen (15) days after its passage, shall be published with the names of the members of the Board of Supervisors voting for and against the same in the Hanford Sentinel newspaper published in the County of Kings.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on October 20, 2015, and adopted at a regular meeting of the Board of Supervisors of the County of Kings on November 3, 2015.

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

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

Witness my hand and seal of said Board of Supervisors on November \_\_\_\_\_, 2015.

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Clerk of said Board of Supervisors

Fee Name / Description of Service	Fee Amount
<b>ASSESSOR</b>	
<b>ASSESSOR DIVISION</b>	
Assessor's Maps - CD format of total county	\$ 320.00
Assessor's Maps - 1 Copy wall size (44" X 36")	\$ 9.00
Assessor's Maps - 1 Copy	\$ 4.00
Duplicate copies	\$ 1.00
Annual updates (City only)	\$ 100.00
<b>Copies &amp; Computer Print Outs</b>	
Standard & Legal Size - B&W (per page)	\$ 1.00
Ledger Size - B&W (per page)	\$ 1.00
Standard & Legal Size - Color (per page)	\$ 1.25
Ledger Size - Color (per page)	\$ 1.25
Copies - certified	\$ 2.00
Property transfer disk	\$ 10.00
Computer access (per hit)	\$ 0.15
Computer access training	\$ 73.00
Research fee - minimum	\$ 21.00
Research fee - hourly	\$ 38.00
Labels, per label	\$ 0.10
Computer reports - process set-up fee + research time @ \$38/hour, 1/2 hour minimum + \$0.25/page	\$ 110.00
Extended tax roll - file 465	\$480+tape
Redemption roll	\$325+tape
Combining Parcels (at taxpayer request) per request	\$ 49.00
Programming changes	I.T. Hr.Rate
Subdivision & Tract Index	\$ 30.00
Appraisals - undivided interests	\$ 57.00
Ag Preserve cancellation	\$ 165.00
Cancellation Formal Review - Ag Preserve - per hour charge - 2 day minimum	\$ 46.00
SB 534 Default Appraisals (R&T 3698.7)	\$ 84.00
Parent-Child Exclusion Processing Fee (FOR FILING LATE)	\$ 175.00
Bond amount calculations & recalculations	\$ 43.00
Map boundary changes	
Lot line adj., pcl Maps	\$ 415.00
<b>Assessor's Maps, Electronically Formatted (Parcel Shape Files)</b>	
300 Foot Radius (hourly - 1/2 hr minimum charge)	\$ 38.00
Custom Maps (hourly - 1/2 hr minimum charge)	\$ 38.00
Passport Fee	\$ 25.00
<b>ASSESSOR-CLERK-RECORDER DIVISION</b>	

Fee Name / Description of Service	Fee Amount
<b>Recording Fees</b>	
First Page (standard 8 1/2 x 11 inch form)	\$ 11.00
Each Additional Page	\$ 3.00
<b>Recording Fees for the following Documents:</b>	
Deed of Trust, Assignment of Deed of Trust - *First Page	\$ 14.00
Each Additional Page	\$ 3.00
Request for Notice, Notice of Default, Notice of Trustee Sale - *First Page	\$ 14.00
Each Additional Page	\$ 3.00
Notice of Rescission, Substitution of Trustee - *First Page	\$ 14.00
Each Additional Page	\$ 3.00
Deed of Reconveyance - *First Page	\$ 14.00
Each Additional Page	\$ 3.00
*Note: First Page (standard 8 1/2 x 11 inch form)	
Maps (Subdivision or Parcel) first page	\$ 8.00
Maps each additional page	\$ 2.00
Survey Monument Fee	\$ 10.00
<b>Documents requiring additional indexing</b>	
Each additional reference indexed	\$ 1.00
Each group of 10 names, or fraction thereof, in addition to the initial first 10 names	\$ 1.00
Penalty print	\$ 1.00
Combined documents (per each documents)	\$ 7.00
Non-standard form - additional per page	\$ 3.00
Release of Lien by State or local government if original lien was recorded without fee	\$ 12.00
<b>Involuntary Lien Notice</b>	
First Address	\$ 8.00
Each Additional Address	\$ 1.50
<b>Financing Statement 1 to 2 pgs</b>	
Financing Statement 1 to 2 pgs	\$ 12.00
<b>Financing Statement 3 + pgs</b>	
Financing Statement 3 + pgs	\$ 23.00
<b>Filing of 20 days Preliminary Notice of Lien</b>	
Filing of 20 days Preliminary Notice of Lien	\$ 40.00
<b>Documentary Transfer Tax - Per \$500.00 of value</b>	
Documentary Transfer Tax - Per \$500.00 of value	\$ 0.55
<b>Document copies</b>	
Public Access Copy	\$ 1.50
First Page (standard 8 1/2 x 11 inch photocopy)	\$ 3.00
Each additional page of each document	\$ 1.50
Certification Fee	\$ 3.00
Maps (Standard "D" sizes) & E sizes by Central Svcs	\$ 6.25
Film 16mm diazo 100 ft roll (historic prior to Dec. 98)	\$ 23.00
Film 35mm diazo 100 ft roll (historic prior to Dec. 98)	\$ 35.00
Film (16mm daily or current through Jan 1, 99) /frame	\$ 0.04
Film (35mm daily or current through Jan 1, 99) /frame	\$ 2.50
<b>Vital Statistics</b>	
<b>Birth - Public</b>	
Certificate of No Record Found	\$ 28.00
Government	\$ 19.00
<b>Death</b>	
Certificate of No Record Found	\$ 21.00
<b>Marriage - Public</b>	
Certificate of No Record Found	\$ 15.00
Government	\$ 11.00
<b>Marriage Licenses</b>	
Public	\$ 56.00
Duplicate Marriage license	\$ 9.50

Fee Name / Description of Service	Fee Amount
Affidavit to Amend Marriage Record (paid to State) (no charge if within 1 year)	\$ 23.00
Duplicate confidential license	\$ 9.50
Affidavit to Amend Confidential license (no charge if within 1 year)	\$ 23.00
Commissioner of Marriages (marriage ceremony)	\$ 30.00
Marriage witness fee	\$ 11.00
Fictitious Business Name Statements	
Filing Fee	\$ 26.00
Each additional business name or partner	\$ 7.00
Abandonment	\$ 20.00
Withdrawal of partner	\$ 7.00
Additional Certified Copies	\$ 2.60
Notary Bond	
Administer Oath & file bond (\$10,000)	\$ 21.50
Recording of bond	\$ 8.25
Certification of Notary	\$ 11.00
Power of Attorney	\$ 3.50
Each additional name	\$ 2.25
Administering oaths	\$ 0.50
Process Servers	
Registration (2 years) Bond of \$2000 required	\$ 102.50
Filing of bond recording (\$7.00 each)	\$ 14.00
Cash of \$2000 held 3 years	\$ 7.00
Computer reports - process set-up fee + research time @ \$38/hour, 1/2 hour minimum + \$0.25/page	\$ 108.00
<b>ELECTIONS DIVISION</b>	
The data is provided on our standard medium (CD), however other requested media will be considered with the medium's recovery cost added.	
Copies of Campaign Expenditure Report, per page	\$ 0.10
Photocopying a document, per page or fraction thereof	\$ 1.50
Customize Reports - Research & Set-Up Fee (per hour)	\$ 37.00
Certificate of Election Results by category:	
UDEL/Schools, Specials & Municipal Districts	\$2/pg-\$20/doc
General/Primary - BOUND REPORT DOCUMENT	\$2/pg-\$65
Polling place/Precinct Consolidation Lists	\$2/pg-\$65
Labels of registered voters (each)	\$ 0.0750
Certified copy of affidavit of registration or abstract of voter	\$ 1.50
Searching records or files, for each file	\$ 5.00
Filing Notice of Intent of Initiative Petition	\$ 76.00
Filing Notice of Intent of Recall Petition	\$ 107.00
Research of past records (over 5 years old) per hour charge, 1/2 hour minimum	\$ 37.00
Special Request maps, per hour charge, 1 HOUR MINIMUM	\$ 47.00

Fee Name / Description of Service	Fee Amount
Special Minimum District Election Set Up Fee	\$ 446.00
Precinct Maps County / (approx. 34" x 22" size) map	\$ 16.00
Vote Recount (hand count, per day, 1 day minimum) (Fee based on amount of time, personnel, materials cost, and election size)	Cost Estimate Varies
Vote Recount (Computer count, per day, 1 day minimum) (Fee based on amount of time, personnel, materials cost, and election size)	Cost Estimate Varies
District to Precinct File	\$ 68.00
Voter Registration File (on CD, All Districts)	\$ 105.00
Voter Registration Index, printout, per 1000 names	\$ 0.50
Plus Voter History - per election	\$ 57.00
Voter Registration Index set up fee	\$ 20.00
Copy of Election Candidate list	\$ 20.00
Packaging/Handling/Postage	\$ 10.00
Absentee Voter Lists - Cumulative	\$ 59.00
Absentee Voter Lists - Daily	\$ 16.00
<b>CERTAIN FEES MAY BE CHANGED WITHOUT THE BOARD'S APPROVAL DUE TO LEGISLATIVE ACTION</b>	
<b>BOS</b>	
Conflict of Interest Statements Per Page (plus \$5.00 retrieval fee for over 5 years)	\$ 0.25
<b>Copies &amp; Computer Print Outs</b>	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Certification Fee (each page)	\$ 5.00
Findings of Fact - Assessment Appeals per hour charge of prep time + (\$100 upfront deposit)	\$ 45.00
Record Search/retrieval from storage/per page	\$ 5.00
Tape Reproduction of Board Proceedings (per tape)	\$ 25.00
CD Reproduction of Board Proceedings (First CD)	\$ 20.00
Each additional CD	\$ 5.00
Transcript of meeting - Deposit of \$100 (Hours of transcription, assembly and proofing are charged at the current weighted hourly rate)	Actual Cost
Returned Check Charge (\$10.00 Treasurer's Fee + actual cost) - for use in all depts	\$ 20.00
<b>COMMUNITY DEVELOPMENT AGENCY</b>	
<b>Zoning Ordinance:</b>	
<b>Conditional Use Permit (CUP)</b>	
CUP-CEQA Exempt - MINIMUM FEE	\$ 1,900.00
CUP-CEQA Exempt - MAXIMUM FEE	\$ 2,770.00
CUP w/ initial study/ND/Mitigated ND - MINIMUM FEE	\$ 2,370.00

Fee Name / Description of Service	Fee Amount
CUP w/ initial study/ND/Mitigated ND - MAXIMUM FEE	\$ 3,170.00
CUP-Dairy(New/expanded herd) - MINIMUM FEE	\$ 2,370.00
CUP-Dairy(New/expanded herd) - MAXIMUM FEE	Actual Cost
CUP-Surface Mine - MINIMUM FEE	\$ 2,370.00
CUP-Surface Mine - MAXIMUM FEE	\$ 3,960.00
CUP Resubmittal	\$ 580.00
CUP Extension	\$ 320.00
<b>Site Plan Review</b>	
Site Plan Review - MINIMUM FEE	\$ 870.00
Site Plan Review - MAXIMUM FEE	\$ 1,220.00
Dairy Site Plan Review - MINIMUM	\$ 1,580.00
Dairy Site Plan Review - MAXIMUM	Actual Cost
SPR Resubmittal	\$ 290.00
Dairy Review Letter	\$ 550.00
Mobilehome Review (MHR) - MINIMUM	\$ 470.00
Mobilehome Review (MHR) - MAXIMUM	\$ 630.00
Agri. Land Div. (SPR) - MINIMUM	\$ 120.00
Agri. Land Div. (SPR) - MAXIMUM	\$ 160.00
Home Occupation (SPR-HO) - MINIMUM	\$ 240.00
Home Occupation (SPR-HO) - MAXIMUM	\$ 390.00
SPR Extension	\$ 70.00
<b>Variance</b>	
Variance (Var) - MINIMUM	\$ 790.00
Variance (Var) - MAXIMUM	\$ 1,500.00
Variance Extension	\$ 70.00
<b>Zoning Ord. Administration</b>	
Change of Zone District Boundary - MINIMUM	\$ 2,370.00
Change of Zone District Boundary - MAXIMUM	\$ 3,170.00
Zone Text Change - MINIMUM	\$ 790.00
Zone Text Change - MAXIMUM	\$ 1,580.00
ZTC per Article charge over 1 Article	\$ 70.00
<b>Other Fees</b>	
Planned Unit Development (PUD) - MINIMUM	\$ 2,370.00
Planned Unit Development (PUD) -MAXIMUM	\$ 3,170.00
Appeals (General)	\$ 320.00
Variance Appeal	\$ 320.00
Change in Nonconforming Use - MINIMUM	\$ 1,580.00
Change in Nonconforming Use - MAXIMUM	\$ 3,170.00

Fee Name / Description of Service	Fee Amount
Bldg. Replacement ("Burndown") letter	\$ 70.00
Immediate (same day as request)	\$ 140.00
Mobile Home Review Update Letter	\$ 70.00
Pre-Existing Structure in Flood Zone Letter	\$ 70.00
Temporary Land Use Permit	\$ 70.00
<b>Firearms Dealer Fed Permit</b> (Annual Land Use Permit Cert. Letter)	\$ 70.00
<b>General Plan:</b>	
General Plan Amendments - MINIMUM	\$ 2,370.00
General Plan Amendments - MAXIMUM	\$ 3,170.00
per Element over one Element	\$ 390.00
<b>Environmental Review (CEQA):</b>	
Env Rev - Initial Study - MINIMUM	\$ 630.00
Env Rev - Initial Study - MAXIMUM	\$ 1,110.00
Env Rev - Neg. Declaration (ND) w/F&G Impacts	no add. Charge
Init. Study/Mitig.ND(IS/MND)(w/NOD) - MINIMUM	\$ 630.00
Init. Study/Mitig.ND(IS/MND)(w/NOD) - MAXIMUM	\$ 1,110.00
<b>Env Rev - Mitigated ND</b>	Deposit
Notice of Exemption (NOE)	\$ 40.00
Env Impact Report	Full Cost
<b>Land Division Ordinance:</b>	
Tent. Parcel Map (TPM) - MINIMUM	\$ 1,270.00
Tent. Parcel Map (TPM) - MAXIMUM	\$ 2,370.00
TPM - per lot	\$ 5.00
TPM - Resubmit - MINIMUM	\$ 320.00
TPM - Resubmit - MAXIMUM	\$ 630.00
TPM - Appeal	\$ 320.00
PM in lieu of TPM-Re Section 21-83(b) - MINIMUM	\$ 1,110.00
PM in lieu of TPM-Re Section 21-83(b) - MAXIMUM	\$ 1,270.00
Time Extension - MINIMUM	\$ 160.00
Time Extension - MAXIMUM	\$ 470.00
Tent. Tract (TT) - MINIMUM	\$ 2,750.00
Tent. Tract (TT) - MAXIMUM	\$ 6,560.00
TT 1st 20 lots, per lot	\$ 30.00
TT per lot thereafter	\$ 15.00
TT-Resubmit - MINIMUM	\$ 790.00
TT-Resubmit - MAXIMUM	\$ 2,370.00
TT-Resubmit fee per lot	\$ 10.00
TT - Final	\$ -
TT - Appeal (1)	\$ 320.00
Time Extension - MINIMUM	\$ 160.00

Fee Name / Description of Service	Fee Amount
Time Extension - MAXIMUM	\$ 470.00
Prelim. TT	\$ 790.00
Lot Line Adjust.(LLA) - MINIMUM	\$ 1,190.00
Lot Line Adjust.(LLA) -MAXIMUM	\$ 1,580.00
Lot Line Adjustment Extension	\$ 70.00
Cert. Of Compliance (COC) - MINIMUM	\$ 160.00
Cert. Of Compliance (COC) - MAXIMUM	\$ 790.00
Merger - MINIMUM	\$ 160.00
Merger - MAXIMUM	\$ 790.00
Parcel Map Waiver	\$ 70.00
<b>Williamson Act:</b>	
Williamson Act - Ag Preserve Fee (New/Enlarge)	\$ 360.00
Williamson Act - Ag Contract Fee	\$ 540.00
Williamson Act - Ag Contract Modification Fee	\$ 875.00
Williamson Act - plus per acre fee	\$ 0.25
Farmland Security Zone (FSZ) (New/Enlarge)	\$ 360.00
FSZ Contract fee	\$ 540.00
FSZ Contract Modification Fee	\$ 875.00
Plus per acre fee	\$ 0.25
Williamson Act - Non-renewal	\$ 90.00
Williamson Act - Partial Non-renewal	\$ 120.00
Cancellation - MINIMUM	\$ 390.00
Cancellation - MAXIMUM	Full Cost
Rescission-New Contract Procedure	\$ 210.00
Agricultural Conservation Easement	\$ 675.00
<b>Building Inspection:</b>	
Building Permit	per CBC
Electrical Permit	per CEC
Mechanical Permit	per CMC
Plumbing Permit	per CPC
Plan Conf. Fee (plan check fee)	per CBC
Relocation Inspection & Report,+cty mileage	\$ 160.00
Ag. Exemption Processing and Inspection Fee	\$ 180.00
Housing Compliance Inspection	\$ 90.00
For each additional unit	\$ 90.00
Well Permits	\$ 300.00
Mobilehome Installation Permit	\$ 160.00
School Fees (2%)	\$ 0.02
<b>Roads and Easements:</b>	
Easement Abandonmt/Rd.Opening/Abandonment - MINIMUM	\$ 390.00
Easement Abandonmt/Rd.Opening/Abandonment - MAXIMUM	\$ 1,580.00
<b>Code Compliance</b>	
Citation 1st	\$ 100.00
Citation 2nd	\$ 200.00
Citation 3rd	\$ 500.00
Admin Citation Appeal fee (Hearing Officer decision)	\$ 35.00
<b>Other Miscellaneous Fees:</b>	
Copies & Computer Print Outs	

Fee Name / Description of Service	Fee Amount
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Agenda/Minutes Subscription	\$ 30.00
Full Agenda Packet Subscription	\$ 50.00
Agenda Subscription	\$ 20.00
Documents Published by KCPA/Staff Reports	Actual Cost
Floodplain Development Permit or Variance - Minimum Fee	\$ 70.00
Flood plain Development Permit or Variance - Maximum Fee	\$ 670.00
GIS General Plan and Zoning Data Subscription	\$ 165.00
GIS Custom Map Production (includes material costs)	Actual Cost
Fee for permits following a Notice of Violation/Stop Work Notice	Double the regular permit fee
<b>District Attorney</b>	
Administrative Bad Check Fee	\$ 50.00
Financial Responsibility Workbook	\$ 60.00
<b>DEPARTMENT OF FINANCE</b>	
<b>SECURED TAX FEES:</b>	
Cost of Delinquent Tax	\$ 20.00
Redemption of Prior Taxes	\$ 30.00
Prior secured pay plan	\$ 45.00
Impending Power to Sell Advertising	\$15 + proration
Party of Interest - Research	\$89 or cost
Party of Interest - Notice	\$ 35.00
Tax Sale Publication & Web Advertising	100+actual publish cost
Tax Sale County Fee	\$ 150.00
Tax Sale Redemption Fee	\$ 150.00
Chapter 8 Tax Sale Redemption Fee	\$ 450.00
Chapter 8 Tax Sale Fee	\$ 450.00
Notice of Recission of Tax Sale	cost
Tax Sale Personal Notice	Cost
Tax Sale - Photographs	\$ 25.00
Tax Sale - Internet Fees	Cost
Tax Sale - Internet Deposit and Settlement	Cost
Tax Sale - Excess Proceeds Reporting	Cost
Tax Sale - Excess Proceeds Publication & Notice Mailing	\$ 32.00
Parcel/Subdivison Maps & Lot Line Adjustments	\$ 45.00
Tax Segregation - Undivided Interest	\$ 50.00
Tax Segregation - Parcel Split	\$ 60.00
<b>UNSECURED DELINQUENT COLLECTIONS:</b>	

Fee Name / Description of Service	Fee Amount
Lien Delinquent Notice	\$ 10.00
Recorded Liens	\$ 10.00
Release Liens	\$12 + court costs
Final Notice	\$ 10.00
Intent to Seek Judgement	\$ 15.00
Summary Judgement	\$20+Court Fee
Satisfaction of Judgement	\$20+Court Fee
Dept of Motor Vehicles: Boat Lien Notice	\$ 5.00
Dept of Motor Vehicles: Boat Lien Filing	\$ 5.00
Franchise Tax Board (FTB): Offset Notice	\$ 10.00
Franchise Tax Board (FTB): Offset Filing	\$ 10.25
Federal Aviation Administration (FFA): Lien Filing	\$ 12.00
Writ of Execution	\$20+Court Fee
Sheriff Letter: For Of Instruction	\$36.00 + Cost
Bank Levy	\$36.00 + Cost
Wage Levy	\$36.00 + Cost
Till Tap	\$36.00 + Cost
Services out of the County	\$36.00 + Cost
Third Party Seizure	\$ 15.00
Debtors Exam	\$ 400.00
Seizure & Sale	\$ 250.00
Payment Plan Balance Under \$1,000	\$ 50.00
Payment Plan Balance \$1,000+	\$ 100.00
Bulk Transfer Claim	\$ 6.50
Mobile Home Tax Clearance Certificate: Reissued	\$ 15.00
<b>MISCELLANEOUS LICENSING</b>	
Bingo: Application Fee	\$ 12.00
Dance/Dance Hall: Application Fee	\$ 12.00
Dance Hall: Annual License	\$ 25.00
Peddlers & Solicitors: Application Fee	\$ 25.00
Peddlers & Solicitors: Annual License	\$ 25.00
Junk and Secondhand Dealers: Application Fee	\$ 12.00
Junk and Secondhand Dealers: Annual Fee	\$ 50.00

Fee Name / Description of Service	Fee Amount
Entertainment Events: Application Fee	\$ 12.00
Entertainment Events: Daily License Fee	\$100 / day
Transient Occupancy Tax Clearance Certificate	\$ 15.00
<b>MISCELLANEOUS TAX COLLECTOR FEES</b>	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Copies: Certified Copy	
	\$ 2.00
Copies: Microfiche/Imaging Copy	
	\$ 1.50
Copies: Non-owner Tax bill	
	\$ 1.50
Tax Research Fee: Minimum	
	\$ 11.00
Tax Research Fee: Hourly	
	\$ 45.00
Property Tax Returned Checks	
	\$ 75.00
<b>TREASURER FEES</b>	
Returned Checks	
	\$10.00 / each
Special District Assessment Collections	
	\$1.75 each
Registered Warrants	
	\$10.00 each
Wire Fund Transfers - Existing	
	\$12.00 + Bank Cost
Wire Fund Transfers - New	
	\$25.00 + Bank Cost
ACH - Existing	
	\$5.00 + Bank Cost
ACH - New	
	\$25.00 + Bank Cost
Book Transfer of Funds	
	\$12.00 + Bank Cost
Direct Investment - Account/Portfolio Origination	
	\$ 60.00
Direct Investment - Cost/Investment	
	\$ 50.00
Direct Investment - Annual/Portfolio Maint. Per Investment	
	\$ 200.00
Direct Investments - Safekeeping	
	At Cost
Direct Investments - Maturity	
	\$ 20.00
Direct Investments - Sale	
	\$ 100.00
ZBA Account Maintenance	
	\$5 + Bank Cost
Process Credit Card Deposits	
	\$ 1.50
Credit and Debit Card Transaction Fee	
	At Cost
E-Checks	
	At Cost
EFT Payments Received - Unidentified	
	\$10+ Bank Cost
Electronic Payments related to Payroll	
	\$5 + Bank Cost
Place Stop Payment at Bank	
	\$8 + Bank Cost
Place Stop Payment at ITD	
	\$1.00 / stop

Fee Name / Description of Service	Fee Amount
Cancel Stop Payments	\$5 + Bank Cost
Photocopies of Paid Warrants	\$8 + Bank Cost
Bank Special Collections	\$8 + Bank Cost
Treasury Research Fee: Minimum	\$ 11.00
Treasury Research Fee: Hourly	\$ 45.00
Lockbox service	Bank Cost
<b>AUDITOR FEES</b>	
Benefit Assessment Fee	\$ 1.00
<b>REGISTRAR/PAYING AGENT/TRUST SERVICE FEES</b>	
Acceptance fee	\$ 1,000.00
Counsel fees	actual cost
Annual Administration fee (minimum)	\$ 250.00
Semi-Annual Interest Payments	\$50.00 each
Annual Principal payment	\$ 25.00
EFT (Electronic Fund Transfer) Bond Payment	\$ 5.00
<b>BOND PROCEEDS INVESTMENT FEES</b>	
Receipt Only	\$10 / Day + wires
Treasury Investment Pool Fund ( 1 time Initial Investment)	\$35 / million + wire
LAIF Account/Portfolio Origination	\$ 130.00
LAIF Redemptions & Annual Account/Portfolio Maintenance	\$ 350.00
Direct Investment - Account/Portfolio Origination	\$ 70.00
Direct Investment - Cost/Investment	\$ 55.00
Direct Investment - Annual/Portfolio Maint. Per Investment	\$ 250.00
Direct Investments - Safekeeping	Cost
Direct Investments - Maturity	\$ 20.00
Direct Investments - Sale	\$ 100.00
Money Market Account/Portfolio Origination	\$ 130.00
Money Market Redemptions	\$ 15.00
Money Market Annual Portfolio Maintenance	\$ 275.00
Out of Pocket Expenses	actual cost
<b>FIRE</b>	
<b>Copies &amp; Computer Print Outs</b>	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
<b>INSPECTION FEES</b>	
Fire Pump Test and Certification	\$ 150.00
Fire Sprinkler Test and Certification	\$ 205.00

Fee Name / Description of Service	Fee Amount
Commercial Cooking Hood and Duct Exhaust System Acceptance Test	\$ 95.00
Fire Alarm Test	\$ 170.00
Spray Booth Accept. Inspection	\$ 170.00
Facilities (requiring state licensing)	\$ 95.00
Department of Real Estate Certification of Service	\$ 55.00
Insurance Services Office (ISO) Certification Letter (per request)	\$ 55.00
Private Hydrant Flow Test	\$ 55.00
Fireworks Stand Inspection (to be added to permit cost)	\$ 75.00
Tent Inspection Fee	\$ 75.00
Review of Conditional Use Permits, Site Plans, Tentative Tracts & Parcel Maps (Planning Dept. collects)	\$ 95.00
Fire Sprinkler Plan Review + \$1 / head > 20 heads	\$ 225.00
Plan Check Fees + 3rd party plan check fees (if required)	\$ 175.00
Plan Review/Inspection of Underground Tanks	\$ 95.00
Residential Sprinkler Plan Review/Inspection	\$ 135.00
Fire Line Underground System Inspection	\$ 95.00
Fire Line Underground System Flush	\$ 95.00
*Inspections include initial inspection and re-inspection. Third and subsequent inspections require an additional fee.	
<b>PERMITS</b>	
Fireworks Stand Permit Fee	\$ 150.00
Operational or Construction Permits Required by CFC 105.6 and 105.7	\$ 95.00
Fireworks Public Display (per event)	\$ 170.00
<b>FINES</b>	
Possession of Dangerous Fireworks**	\$ 500.00
Hazard Abatement Fire Suppression Charges + Suppression Costs	\$ 235.00
False Alarms After Third Call Annually (\$100 + Response Cost)	\$ 115.00
<b>Health</b>	
** All prices are subject to change**	
<b>General Services (Applies to all Departments)</b>	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00

Fee Name / Description of Service	Fee Amount
Return Check Fee	\$ 25.00
<b>Pre Employment</b>	
Pre Employment Physical (All Classes Except C)	\$ 350.00
<b>Sliding Fee Schedule</b>	
The Health Department offers a Sliding Fee Schedule (SFS) offering reduced fees for clinical services to eligible individuals and families. The SFS is based on the current Health and Human Services Poverty Guidelines for the 48 Contiguous States and will be updated following the publication of new guidelines. The Current Guidelines can be viewed at <a href="http://aspe.hhs.gov/poverty/index.cfm">http://aspe.hhs.gov/poverty/index.cfm</a> .	
Clinical Fee Sliding Fee Schedule	
Household Income less than 100% of federal poverty guideline level	
Household Income 101 to 133% of federal poverty guideline level	
Household Income 134 to 185% of federal poverty guideline level	
Household Income 185 to 200% of federal poverty guideline level	
Household Income greater than 100% of federal poverty guideline level	
<b>Intervention &amp; Prevention Clinic Services</b>	
Condoms (one dozen)	\$ 3.00
Lubricant (4 packets)	\$ 1.00
Comprehensive Medical Exam by Physician (New Patient)	\$ 83.00
Venipuncture	\$ 5.00
HIV Rapid Test	Cost + \$5
<b>Child Immunization Services</b>	
State supplied vaccine (DTaP, Tdap, Pediatric DT, IPV, MMRV, Hib, Hep B, Hep A, Influenza, MCV4, Pneumococcal, Pediarix, & Rota Virus)	
Per Vaccine Listed Above	\$ 8.00
Duplicate IZ Card Copy	\$ 2.00
<b>Adult Immunization Services</b>	
Adult Immunization Administration Fee plus cost of Vac.	\$ 29.00
Influenza (FLU)	Cost + \$8.00
Pneumococcal	cost + \$29
HPV Vaccine (series of 3)	cost + \$29
Rabies Vaccine - Pre-expose series of 3	cost + \$29
Hepatitis A vaccine (series of 2)	cost + \$29
Hepatitis B vaccine (series of 3)	cost + \$29
Hepatitis A/B vaccine (series of 2)	cost + \$29
Meningococcal	cost + \$29
MMR	cost + \$29
Polio	cost + \$29
Shingles	cost + \$29
Td or Tdap	cost + \$29
Typhoid	cost + \$29
Varicella	cost + \$29
Yellow Fever	cost + \$29
<b>Tuberculin Testing and Services</b>	
TB Nurse Only Office Visit	\$ 21.00
Screening; PPD or Risk Assessment Questionnaire	\$ 21.00
Quantiferon Gold	\$ 34.00
TB Clearance (Health Department Treated or Elsewhere)	\$ 25.00
Duplicate TB Card Copy	\$ 2.00
TB Chest X-ray	

Fee Name / Description of Service	Fee Amount
With Limited Office Visit (10 mins)	\$ 41.00
With Expanded Office Visit (20 mins)	\$ 53.00
With Detailed Office Visit (30 mins)	\$ 76.00
With Comprehensive Office Visit (45 mins)	\$ 87.00
<b>Medications</b>	
Medications, non-vaccine and not otherwise listed in this schedule, dispensed by the Department of Public Health will be provided at the cost paid rounded to the nearest nickel.	
<b>Clinician Consultation</b>	
Clinician visit - New Patient	
Brief Office Visit (10 mins)	\$ 23.00
Limited Office Visit (20 mins)	\$ 35.00
Detailed Office Visit (30 mins)	\$ 58.00
Comprehensive Office Visit (45 mins)	\$ 69.00
Comprehensive Office Visit (60 mins)	\$ 83.00
Clinician visit - Established Patient	
Brief Office Visit (10 mins)	\$ 18.00
Limited Office Visit (20 mins)	\$ 24.00
Detailed Office Visit (30 mins)	\$ 38.00
Comprehensive Office Visit (45 mins)	\$ 57.00
Nurse visit	\$ 12.00
<b>Carseat Safety Services</b>	
Optional Voucher Purchase-Carseat	\$ 25.00
Optional Voucher Purchase-Booster	\$ 15.00
Child Passenger Safety Violator Program Fee	\$ 75.00
<b>Vital Records Services 1</b>	
Birth Certificate	\$ 28.00
Burial Permit	\$ 11.00
Death Certificate	\$ 21.00
Fetal Death Certificate Effective	\$ 18.00
Medical Marijuana ID Card - MediCaid	\$ 112.50
Medical Marijuana ID Card - Non MediCaid	\$ 225.00
<b>Medical Records Services</b>	
Clerical Fee	\$ 15.00
<b>Laboratory Services</b>	
Fees will be set in accordance with the established published fee schedule. Fee Schedule will include FPACT, CHDP, Medicaid, Medicare or other insurance rates as appropriate. Where there is no established rate, fees will be established at cost plus a \$29 administrative fee. 2	
<b>Water Analysis</b>	
10 Tube LTB MPN Test	\$ 20.00
15 Tube LTB MPN Test	\$ 25.00
Heterotrophic Plate Count	\$ 12.00
Colilert Presence/Absence	\$ 20.00
10 Tube Colilert MPN	\$ 20.00

Fee Name / Description of Service	Fee Amount
Iron/Sulfur Bacteria	\$ 25.00
Fecal Streptococcus	\$ 20.00
Pseudomonas	\$ 20.00
25 Tube Extended LTB MPN	\$ 28.00
<b>ENVIRONMENTAL HEALTH DIVISION</b>	
<b>Water Program Activities</b>	
Annual Operating Fee:	
Community System, 15 - 24 Connections	\$ 1,135.00
Community System, 25 - 199 Connections	\$ 1,825.00
Non-Transient Non-Community System	\$ 1,685.00
Transient Non-Community System	\$ 920.00
State Small System	\$ 375.00
New Permit:	
Community System	\$ 1,685.00
Transient Non-Community System	\$ 1,685.00
Non-Transient Non-Community System	\$ 1,685.00
Enforcement Actions (per hour)	\$ 113.00
Request for Variance, Exemption or Waiver (per hour)	\$ 113.00
Water Sampling Collection (each)	\$ 60.00
<b>Food Safety Program Activities</b>	
Annual Permits:	
Bar/Alcohol Sales Only (Dependent on ABC licensing codes)	\$ 300.00
Mobile Food Vending Operation (0-1 Sink)	\$ 125.00
Mobile Food Vending Operation (2+ sinks)	\$ 300.00
Hotel Breakfast	\$ 125.00
Food Vending Machines (Per Location)	\$ 125.00
Produce Stands (Mobile or Swap Meet)	\$ 125.00
Produce Stands (Permanent)	\$ 300.00
Temp Food Facilities (multiple events)	\$ 300.00
Temp Food Facilities (single event: <= 5 days)	\$ 125.00
Non-profit Operations	\$ -
Summer Food Service Program	\$ 300.00
<b>Restaurants/bars/bakeries/caterers:</b>	
Cottage Food A (Annual Registration Fee-No Inspection)	\$ 125.00
Cottage Food A (Complaint Investigation - Per Hour)	\$ 113.00
Cottage Food B	\$ 300.00
<\$12,000 Gross Annual Rev.	\$ 125.00
\$12,001 - \$100,000 Gross Annual Rev.	\$ 300.00
\$100,001 - \$250,000 Gross Annual Rev.	\$ 550.00
\$250,001 - \$500,000 Gross Annual Rev.	\$ 1,110.00
\$500,001 - \$750,000 Gross Annual Rev.	\$ 1,430.00
\$750,001 - \$1,000,000 Gross Annual Rev.	\$ 1,550.00
>\$1,000,000 Gross Annual Rev.	\$ 1,775.00
<b>Retail Markets - by sq ft devoted to food strge/dsply</b>	
0-500 sq ft	\$ 125.00
501-2000 sq ft	\$ 300.00
2001-5000 sq ft	\$ 550.00
5001-10,000 sq ft	\$ 1,110.00
10,001 - 15,000 sq ft	\$ 1,430.00
>15,000 sq ft	\$ 1,650.00
<b>Miscellaneous:</b>	
Food Handler Training/Exam (Per Person)	\$ 15.00
Food handler Trng Class (Non-reg facility)	\$ 321.00

Fee Name / Description of Service	Fee Amount
Dance Hall Inspection	\$ 125.00
Inspection on Request by nonpermitted facility	\$ 125.00
Copies, per page (over 10 pages)	\$ 0.15
Return Check Fee	\$ 25.00
Reinspections (2nd or more)	\$ 225.00
Plan Checking (charged in all programs) (per hour)	\$ 113.00
Emergency Response Activities (per hour)	\$ 113.00
Consultation/Service upon request not otherwise provided (per hour)	\$ 113.00
Lead Assessment (per hour)	\$ 113.00
Equipment Rental/Laboratory Analysis	COST
Administrative Office Hearing	\$ 220.00
Late Charges after the 1st 30 days past due	5%/month
Site Plan Review (per hour)	\$ 113.00
Waiver - Minimum Setback for Onsite Sewage Disposal	\$ 55.00
<b>Liquid Waste Program</b>	
Septage Pumper Annual Registration	\$ 55.00
<b>Solid Waste Program</b>	
Illegal, Non-permitted SW Fac. Inspect'n, Enf. Svc (per hour)	\$ 111.00
Permitted SW Facility <50K Tons Waste/Yr	\$ 5,000.00
Permitted SW Facility 50K-150K Tons Waste/Yr	\$ 11,700.00
Permitted SW Facility Greater than 150,000 Tons Waste/Yr	\$ 14,000.00
New SW Facility permits (per hour)	\$ 111.00
Enforcement Svc: Notice & Order; Hearings (per hour)	\$ 111.00
Closed Solid Waste Facility - Annual fee	\$ 295.00
Active Notification Tier Permit	\$ 600.00
Registration Tier Permit (Excluding Co-Disposal)	\$ 2,000.00
<b>Medical Waste Generator Program</b>	
Sml Qty Gen (<200lbs/mth)w/ onsite treatment/yr	\$ 985.00
<b>Large Quantity Generators (&gt;200 lbs/month) - Annual Fee</b>	
<b>Acute Care Hospitals - Annual Fee</b>	
1 to 99 beds	\$ 985.00
100 to 199 beds	\$ 1,425.00
200 to 250 beds	\$ 1,650.00
251 or more beds	\$ 2,300.00
Specialty Clinics (surgical, dialysis, etc)-Annual Fee	\$ 600.00
<b>Common Storage Facilities serving:</b>	
2 to 10 generators	\$ 165.00
11 to 49 generators	\$ 410.00
50 or more generators	\$ 825.00
<b>Skilled Nursing Facilities Annual Fee</b>	
1 to 99 beds	\$ 450.00
100 to 199 beds	\$ 575.00
200 or more beds	\$ 660.00
<b>Acute Psychiatric Hospitals - Annual Fee</b>	
Intermediate Care Facilities - Annual Fee	\$ 330.00
Primary Care Facilities - Annual Fee	\$ 495.00
Clinical Laboratory Facilities - Annual Fee	\$ 575.00
Health Care Service Plan Facilities - Annual Fee	\$ 330.00
Veterinary Clinics or Hospitals - Annual Fee	\$ 330.00
Medical/Dental Offices(>200 lbs/mth)-Annual Fee	\$ 330.00
<b>Tattoo Parlors, Permanent Cosmetics, Body Piercing:</b>	
Artist Registration (Annual)	\$ 25.00
Annual Facility Inspection Fee (Annual)	\$ 300.00

Fee Name / Description of Service	Fee Amount
Temporary Event Booth	\$ 300.00
Plan Check/Extra Services (per hour)	\$ 113.00
<b>Aboveground Storage Tank (AST) Program</b>	
Per Site	\$ 70.00
<b>Underground Storage Tank (UST) Program</b>	
New UST Installation ( \$111ea+hr>10hrs)	\$ 904.00
UST Abdnmnt/Removal ( \$111 ea+hr>6hrs)	\$ 678.00
UST System Upgrade ( \$111-ea+hr>6hrs)	\$ 678.00
UST Monitoring Equip/Spill prevention Only Upgrade (per hour)	\$ 113.00
<b>UST Annual Fee:</b>	
First Tank (per tank)	\$ 675.00
Additional Tanks (per tank)	\$ 200.00
Additional Srvcs (See attached list of srvcs.) (per hour)	\$ 113.00
<b>Hazardous Waste Generators</b>	
RCRA Large Qty Generators (per facility)	\$ 595.00
Other Generators (per facility)	\$ 70.00
Tiered Permit Activities (per facility)	\$ 120.00
<b>Hazardous Materials Inventories/Business Plan</b>	
<b>Annual Fee:</b>	
<b>Comercial/Non-Farm Site:</b>	
Small (<25 tons)	\$ 160.00
Medium (25 - 500 tons)	\$ 420.00
Large (>500 tons)	\$ 1,505.00
<b>Farm Sites:</b>	
Small (<25 tons)	\$ 125.00
Medium (25 - 500 tons)	\$ 315.00
Large (>500 tons)	\$ 1,210.00
Bulk Petroleum Storage fac w/o USTs (SIC 5171)	\$ 230.00
Retail or Wholesale Petroleum fac w/ permitted USTs	\$ 200.00
<b>Surcharges (chemicals listed Table 3 19CCR 2770.5):</b>	
Large (>25 tons maximum storage capacity)	\$ 250.00
Small (<25 tons maximum storage capacity)	\$ 125.00
Additional Services (See attached list of srvcs) per hour	\$ 113.00
<b>Miscellaneous Haz Material Program Services:</b>	
Contaminated Site Remediation Oversight (per hour)	\$ 113.00
Cal ARP Program Services (per facility)	\$ 600.00
Hazardous Materials Emerg. Incident Response (per hour)	\$ 113.00
<b>Housing Program</b>	
<b>Hotel/Motel Annual Fee:</b>	
6 -30 units	\$ 137.00
31 - 50 units	\$ 150.00
51 - 100 units	\$ 230.00
101 - 200 units	\$ 310.00
201 - 500 units	\$ 585.00
Over 500 units	\$ 700.00
<b>Recreational Health</b>	
Public Pool/Spa Annual Fee	\$ 350.00
<b>Occupational Health and Safety Program</b>	

Fee Name / Description of Service	Fee Amount
Equipment Rental/Laboratory Analysis at cost	cost
Consultations and Training (per hour)	\$ 113.00
<b>LIBRARY</b>	
Overdue Charge (per day)	\$ 0.25
Maximum Overdue Book Charge	70% of cost
Maximum Overdue Periodical Charge	70% of cost
Maximum Overdue Video/ DVD/CD charge	70% of cost
Returned Check Service Charge	\$ 20.00
Damaged Audio Books per tape or disk	\$ 6.00
Item Replacement = 100% of Cost of item plus \$5.00 processing fee	100%+"
Interlibrary Loan Requests	
Book (Not in System)	\$ 15.00
Periodical Article (Not in System)	Cost to Library
Lost or Damaged Video/DVD/CD cases	\$ 3.00
Copies from Microfilm Reader Printers (per page)	\$ 1.00
Replacement Charge for Library Card (per card)	\$ 2.00
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Flash Drive (per drive)	\$ 5.00
Obituary Search	\$ 15.00
Test Proctoring	\$ 20.00
Meeting Room - 4 hours	\$ 40.00
Local History Room	
Research Assistance	\$ 15.00
Per Image	\$ 10.00
<b>MINOR'S ADVOCATE</b>	
Case assignments resolved at pre trial stage	\$ 75.00
Case assignments resulting in trial, pre trial motions, or trial	\$ 125.00
<b>PROBATION</b>	
Juvenile Center Commitment/Detention (per day)	\$ 25.00
Sealing of Records	\$ 125.00

Fee Name / Description of Service	Fee Amount
Juvenile Work Program	\$ 35.00
Admin Fees for juvenile traffic court	\$ 35.00
Adult Court Report	\$ 450.00
Misdemeanor Reports	\$ 75.00
Adult Electronics (per day)	\$ 22.50
Probation Supervision (per month)	\$ 20.00
<b>Copies &amp; Computer Print Outs</b>	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Dismissal of Adult Probation	\$ 120.00
Dismissal of Adult Non-Probation	\$ 60.00
Interstate Transfer Application	\$ 125.00
Installment Fees	\$ 35.00

**PUBLIC GUARDIAN**

Reimb. for Conservatorship Routine Service Expenses (Balance of cash in estate after monthly expenses paid). Fee is

0-\$200	\$ -
\$201-\$700	\$ 21.00
\$701-\$1,000	\$ 28.00
\$1,001-\$1,500	\$ 35.00
\$1,501-\$2,000	\$ 49.00
\$2,001-\$3,000	\$ 56.00
\$3,001-\$4,000	\$ 70.00
\$4,001-\$5,000	\$ 84.00
\$5,001-\$7,500	\$ 105.00
\$7,501-\$10,000	\$ 126.00
\$10,001-\$20,000	\$ 182.00
\$20,001-\$50,000	\$ 224.00
\$50,001 and over	\$ 421.00

Storage Fee not taken if account balance is under \$200.00. Fee amounts are shown as a per month amount.

4'X4'	\$ 12.00
5'X5'	\$ 24.00
5'X10'	\$ 47.00
10'X15'	\$ 70.00
10'X18'	\$ 82.00
10'X25'	\$ 94.00
Vehicles	\$ 105.00
	total

Reimb. for Conservatorship Non-Routine Service Expenses. Fee is a per hour rate. \$ 75.00

Reimbursement for Rep-Payee Services. Fee is shown as a per month rate \$ 41.00

Fee Name / Description of Service	Fee Amount
<b>PUBLIC WORKS</b>	
Record of Survey	\$ 290.00
Encroachment Permits	Actual Cost
Transportation Permits	
Annual	\$ 20.00
Single	\$ 15.00
Corner Record Fee	\$ 10.00
Subdivision Improvement Plan Check/Inspection Fee	
<b>Cost of Improvements</b>	
\$0 - \$5,000	5% of Cost
\$5,001 - \$25,000	\$250 +4% of cost over \$5,000
\$25,001 - \$100,000	1,050 +3.5% of cost over \$5,000
\$100,001 - \$250,000	3,675 +3% of cost over \$100,000
\$250,001 and over	3,175 +2% of cost over \$250,000
Certificate of Correction	\$ 60.00
Amending Map	\$ 125.00
<b>Other Fees (Collected by Planning Department)</b>	
Prelim. Tentative Tract (PTT)	\$ 130.00
Tentative Tract Map (TT)	\$ 95.00
Tentative Parcel Map	\$ 45.00
Final Parcel Map	\$ 430.00
Tract Map	\$ 680.00
Parcel Map Waiver	\$ 150.00
Parcel Map in lieu of Tentative Parcel Map	\$ 430.00
TPM/LPM-Resubmittal	\$ 135.00
TT-Resubmittal	\$ 155.00
TT-ZOB Formation	\$ 950.00
Conditional Use Permit	\$ 60.00
Lot Line Adjustment	\$ 150.00
Lot Line Adjustment-Resubmittal	\$ 115.00
Site Plan Reviews	\$ 65.00
Site Plan Review-Mobile Home (MHR)	\$ 75.00
Certificate of Compliance	\$ 40.00
Road Openings	\$ 380.00
Road Closings/Abandonment	\$ 520.00
Easement Abandonment	\$ 520.00
Flood Zone Permit or Variance	\$ 45.00
Planned Unit Development	\$ 195.00
Variance	\$ 30.00
Change in Nonconforming Use (CNCU)	\$ 30.00
Change of Zone Dist. Bndry.	\$ 30.00
<b>Parks Program</b>	
Play Field (Soccer, Softball, Sand Volleyball) Resv.(per day in advance)	\$ 30.00
<b>Gate Fees</b>	
Bicycle/Walk-In/Senior Citizen Driver	\$ 2.00
Motor Vehicle	\$ 6.00
Commercial or School Bus or Recreation Vehicle	\$ 10.00
Motorcycle/Moped/Scooter	\$ 4.00
Season Pass	\$ 50.00
Camping Fees (gate fees and reservation fees are charged in addition)	

Fee Name / Description of Service	Fee Amount
Groups (per night charge only)	\$ 100.00
<b>Picnic Reservation Fees / Area use fees</b>	
Capacity:	
3 Table Area	\$ 25.00
6 Table Area	\$ 50.00
9 Table Area	\$ 75.00
12 Table Area	\$ 100.00
15+ Table Area( includes \$100 refundable cleaning dep.)	\$ 250.00
<b>Firewood Sales</b>	
Bundle	\$ 5.00
Mixed Wood (plus tax) (per cord)	\$ 100.00
Oak and/or Eucalyptus (plus tax) (per cord)	\$ 125.00
Special Use Permit - Bounce House per day	\$ 50.00
Special Access Fee - per hour (2 hr. Minimum)	\$ 35.00
<b>Burris Park Multi-Purpose Room (BPMP) - 200 Max. Occupancy</b>	
Base rate for room rental	\$ 250.00
Deposit requirement for all rentals	\$ 100.00
<b>SHERIFF</b>	
<b>Copies &amp; Computer Print Outs</b>	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
<b>222000-OPERATIONS</b>	
Coroner Report Package	\$ 25.00
Body Removal & Storage (price per removal)	\$ 125.00
Public Administrator Estate Probation minimum	\$ 1,000.00
4% first \$100,000	
3% next \$100,000	
2% next \$800,000	
1% next \$9 million	
.5% next \$15 million	
<b>223000-DETENTIONS</b>	
Bookings:	
All agencies	\$ 94.00
Daily Jail Rate Price/day:	
Prison Costs	\$ 55.73
Alternative Sentencing:	
Adult Offender Work Program (AOWP) Price/day	\$ 12.50
Weekender Program Price/wknd	\$ 67.50
Community Service Admin Fee	\$ 35.00
<b>220000-ADMINISTRATION-RECORDS DEPARTMENT</b>	
<b>CUSTODIAN OF RECORDS</b>	
Recording Duplication:	
Cassette Tape	\$ 12.00
CD	\$ 14.00
DVD	\$ 12.00
Reports:	
Crime Report/Traffic Reports	\$ 5.00
Records Background Check	\$ 6.00

Fee Name / Description of Service	Fee Amount
Auto Repossession	\$ 15.00
Letters:	
Booking Sheet	\$ 1.00
Immigration	\$ 6.00
Police Clearance	\$ 6.00
Custodian of Records Subpoena Duces Tecum	\$ 6.00
\$24.00 per hour/\$6.00 per quarter hour/copies @ .10 per page	\$ 0.10
Sheriff Towing Srvc	\$ 100.00
Fingerprinting (LiveScan or Initial black ink card)	\$ 14.00
Additional black ink card	\$ 5.00
Permits:	
Gun & Explosive Permit	
County Fee	\$ 10.00
Concealed Weapons:	
Original Application	
90-Day employment CCW - State Fee	\$ 71.00
County Fee	\$ 100.00
2 Year resident CCW - State Fee	\$ 93.00
County Fee	\$ 100.00
3-Year judicial CCW State Fee	\$ 115.00
County Fee	\$ 100.00
4-Year reserve peace officer CCW -State fee	\$ 137.00
County Fee - Waived	\$ -
Amendment to the License	\$ 10.00
Renewal fees	
90-Day employment CCW - State Fee	\$ 30.00
County Fee	\$ 25.00
Training Course Fee	\$ 25.00
2-Year resident CCW - State Fee	\$ 52.00
County Fee	\$ 25.00
Training Course Fee	\$ 25.00
3-Year judicial CCW - State Fee	\$ 74.00
County Fee	\$ 25.00
Training Course Fee	\$ 25.00
4-Yr resrv peace officer CCW State fee	\$ 96.00
County Fee and Training Course Fee	waived
<b>220000-ADMINISTRATION-CIVIL DEPARTMENT</b>	
Vehicle Inspection for Certification of Correction	\$ 17.00
Check Fee	\$ 12.00
Bench Warrant (CCP 491.160, 708.170)	\$ 50.00
Bench Warrant (Failure to appear on subpoena or court order)	
Receive and process Warrant (Up to \$40 is refundable)	\$ 140.00
Cancel the service of the Warrant (Up to \$40 is refundable)	\$ 140.00
Unable to locate person after due diligence	\$ 85.00
Arrest, which shall include arrest & release on promise to appear-	\$ 140.00
(Up to \$40 is refundable)	
Copy fee for writ, process, paper, order or notice, per page	\$ 1.00

Fee Name / Description of Service	Fee Amount
Civil Subpoena Price/day (Deputy)	\$ 150.00
Civil Subpoena on a Peace Officer Price/day (Deputy)	\$ 275.00
Citation/Petition	\$ 40.00
Claim of Defendant	\$ 40.00
Claim of Plaintiff & Order	\$ 40.00
Military Affidavit	\$ 40.00
Notice to Quit 3/30 Day	\$ 40.00
Order of Hearing	\$ 40.00
Order to Show Cause	\$ 40.00
Prejudgment Claim to Right of Possession	\$ 40.00
Subpoena (Civil only)	\$ 40.00
Subpoena Duces Tecum	\$ 40.00
Summons and Complaint	\$ 40.00
Summons and Complaint (Unlawful Detainer)	\$ 40.00
Summons and Petition	\$ 40.00
Order to Show Cause/Temp. Restraining Order (Domestic Violence)	Waived
Order to Show Cause/Temp. Restraining Order (Harassment)	\$ 40.00
Towed Vehicle Admin-charge-per vehicle	\$ 100.00
Execution - EWO (Domestic)	\$ 35.00
Execution - EWO	\$ 35.00
Execution - Bank Levy (Served by Sheriff or Process Server)	\$ 40.00
Execution - Third Party	\$ 40.00
Execution - Book Levy (W/A)	\$ 40.00
Execution - Book Levy (W/E)	\$ 40.00
Real Property Levy (Additional \$570 Deposit Required)	\$ 40.00
Personal Property Levy (Additional \$1500 deposit required)	\$ 85.00
Automobile Levy (Additional \$1500 deposit required)	\$ 100.00
Till Tap-Sheriff fee	\$ 100.00
Keeper - 8 hour (Additional \$240 deposit required)	\$ 240.00
Keeper - 24 hour	\$ 645.00
Sheriff fee per day for continuously maintaining levy after first day	\$ 40.00
Sheriff fee NOT found (non installation)	\$ 35.00
Sheriff fee NOT found (Keeper non installation)	\$ 60.00
Sheriff fee NOT found RETURN	\$ 35.00
Safety Deposit Box-Sheriff's Fee	\$ 135.00
Bank's fee, Lock Smith, Storage, etc.	Actual
Eviction (see below)	
Notice to Vacate	\$ 85.00
Notice of Restoration	\$ 60.00

Fee Name / Description of Service	Fee Amount
<b>227700-ANIMAL CONTROL FIELD SERVICES</b>	
Impound Fee (Altered & Licensed)	
1st impound	\$ -
2nd impound (within 90 days)	\$ 35.00
3rd impound (within one year)	\$ 50.00
Impound Fee (Unaltered & Unlicensed)	
2nd impound (within 90 days) (\$55+\$50 state fund)	\$ 105.00
3rd impound (within one year) (\$55+\$100 state fund)	\$ 155.00
Tranquilizer Fee	\$ 25.00
Owned Animal Pick up (+50 owner surrender fee)	\$ 30.00
Stray dog in heat	\$ 50.00
Small Animal Trap deposit	\$ 60.00
Large animal trap deposit	\$ 200.00
Livestock (stray) service call	\$ 100.00
Dangerous Dog Fee	\$ 100.00
Vicious Dog Fee	\$ 150.00
<b>227710-ANIMAL CONTROL SHELTER</b>	
Kennel Licenses:	
Kennel Permit	\$ 105.00
Multiple Animal Permit	\$ 250.00
Breeder Permit	\$ 50.00
Breeder Permit	\$ 500.00
Microchip Fee	\$ 20.00
Dog Licenses	
UNALTERED Fee (1yr)	\$ -
Altered (1yr/2yr/3yr)	\$6/\$10/\$13
Altered-Senior (1yr/2yr/3yr)	\$6/\$10/\$13
Replacement Dog License	\$5
Penalty Fee	100%
Boarding Fee (per day)	\$ 8.00
Adoption Fee	
Dogs (Incl Spay/Neuter, Vaccinations, microchip, license)	\$ 100.00
Cats (Incl Spay/Neuter, Vaccinations, microchip, license)	\$ 75.00
Senior Citizen Rate: Dogs (Incl Spay/Neuter, Vaccinations, microchip, license)	\$ 50.00
Senior Citizen Rate: Cats (Incl Spay/Neuter, Vaccinations, microchip, license)	\$ 35.00
Private Animal Cremation	\$ 50.00
Euthanasia (w/ note from veterinarian)	\$ 75.00
Live stock Redemption Fee	\$ 50.00
Home Quarantine	\$ 25.00
Owner surrender (dog or cat) Unaltered/Altered	\$ 50.00
Veterinary Costs	Actual Cost



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 3, 2015

**SUBMITTED BY:** Administration – Larry Spikes/Deb West

**SUBJECT:** AMENDMENT TO MASTER SERVICES AGREEMENT WITH MEDCOR, INC.

### **SUMMARY:**

#### **Overview:**

In April 2014, the Board of Supervisors (“Board”) approved a Master Services Agreement (“MSA”) with Medcor, Inc. (“Medcor”) to provide an employee wellness center for County employees and their dependents. Medcor and the County have negotiated a contract amendment for your Board’s approval adding a new Paragraph 6.7 to the MSA to authorize the Sheriff’s Office to conduct a security clearance procedure of all Medcor employees before providing them with access to County facilities and confidential information.

#### **Recommendation:**

**Authorize the Chairman to sign the proposed amendment to MSA with Medcor.**

#### **Fiscal Impact:**

None, except that de minimus office supply expenses and staff time would be consumed administering the new security clearance procedure.

### **BACKGROUND:**

Medcor operates an employee wellness center at 330 Campus Drive, Suite 500, Hanford, CA 93230 which is available for use by County employees and their dependents that participate in the County Health plan. Wellness center staff has access not only to County facilities, but also to confidential information, including patient names, addresses and contact information. Medcor employees hold state licenses and are background checked and drug tested by their employer. However, concerns over the range of patient personal information to which Medcor employees have access, and over affiliations employees might have to members of street gangs or similar enterprises, which would go unnoticed in a typical background check, have prompted the parties to discuss the implementation of a County security clearance to be administered by

(Con’t)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

**AGENDA ITEM**  
**AMENDMENT TO MASTER SERVICES AGREEMENT WITH MEDCOR, INC.**  
**November 3, 2015**  
**Page 2 of 2**

the Sheriff's Office for the protection of County employees. The clearance procedure is a simplified version of the process used to clear non-sworn public safety personnel and medial contractors at County detention facilities. Any Medcor employee who could not pass the clearance procedure would be denied access to County facilities and confidential information.

Authorizing the Board chairperson to sign the contract amendment would enable the Sheriff's Office to implement the new security procedure. Sheriff Department representatives have reviewed and concur with the recommended security clearance procedures. Staff recommends your Board approve the Master Services Agreement with Medcore, Inc.

PL 2015-67-538 [45922]

## **AMENDMENT TO AGREEMENT FOR SERVICES**

Whereas, the parties to this Amendment are Medcor, Inc. ("Contractor"), and County of Kings ("County"); and

Whereas, the parties are doing business under the terms of a Master Service Agreement ("MSA"), dated April 15, 2014; and

Whereas, the parties now desire to amend that MSA according to the terms of this Amendment.

Now, therefore, in consideration of the mutual promises of the parties and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed by the parties as follows:

I. New paragraph 6.7 is added to the MSA and reads as follows:

"All Contractor employees shall be subject to a County security investigation intended to investigate gang involvement or affiliation and history of crimes involving violence or identity theft. The security investigation shall be administered by the County, and shall be required before allowing Contractor's employees access to County's facilities and confidential information. Contractor shall provide a list of all persons who are providing Services to County under this Agreement at the effective date of this paragraph, or who in the future are expected to or will provide such Services. The County shall be solely responsible for its security investigation. County is solely responsible for securing all consents and waivers required by law from Contractor employees for the security investigation. Any personal information provided by Contractor employees will be maintained by the County in accordance with all applicable state and federal laws. No person shall perform any Services contemplated herein unless and until approval has been obtained in writing from the Sheriff and/or Chief Probation Officer. The Sheriff and/or Chief Probation Officer shall have the sole discretion to determine the security acceptability of all Contractor personnel in their individual facilities at any time during the contract period. Personnel found to be an unacceptable safety or security risks shall not be given access to the facilities and/or shall have his/her access revoked. Contractor will notify County of potential new staffing prior to the anticipated start date in order for security investigation to be conducted. County shall be solely responsible for the costs of all County administered security investigation."

II. All other terms and conditions in the MSA dated April 15, 2014 remain in full force and effect.

III. This Amendment is effective upon being signed on behalf of both parties.

For Medcor, Inc.



Date

10-22-2015

For County:

Richard Fagundes, Chairperson,  
County of Kings Board of Supervisors

Date

Attest:

Catherine Venturella, Clerk of the Board

Date

Approved as to form by:

by Eric D. Kaelin, deputy  
Colleen Carlson, County Counsel

Date

10-27-15



**Medcor Inc.**  
4805 W. Prime Parkway  
P.O. Box 550  
McHenry, IL 60051

Phone: 815-363-9500  
Fax: 815-363-9696

October 22, 2015

Mr. Erik Kaeding  
Deputy County Counsel  
County of Kings  
1400 Lacey Blvd.  
Hanford, CA 93230

Re: Amendment to Agreement for Services

Enclosed please find three (3) signed copies of the above referenced Amendment. Please sign each copy. Retain two (2) copies for your files and return one fully executed copy to my attention.

If you have any questions, please do not hesitate to contact me at [rdooley@medcor.com](mailto:rdooley@medcor.com) or 815-363-9500 Ext. 5512.

Thank you,

A handwritten signature in cursive script, appearing to read "Anne Marie Zembrzuski".

Anne Marie Zembrzuski, CHC, Paralegal  
Compliance and Contracts Manager

/amz

Enclosures



RELEASE AUTHORIZATION  
COUNTY VENDOR SECURITY CLEARANCE

CANDIDATE NAME:

[Empty box for candidate name]

I hereby give the Kings County Sheriff's Office the right to conduct a security clearance investigation of my background. I understand that the investigation may include inquiry into my past activities and affiliations, including, but not limited to criminal background information, and release from all liability all persons or entities supplying such information. Additionally, I agree that you may perform home and neighborhood visits, search publicly available information about me, and consult references concerning me. I understand that any false answers, statements, implications, or derogatory information made by me or which is revealed as a result of this investigation based on information supplied in any other required documents may be considered sufficient cause for denial of security clearance.

All responses to inquiries are protected, even if unsolicited, by the privilege of California Civil Code Section 47. I am required to furnish information for use in determining my suitability to access County facilities and confidential information. For this purpose, I authorize release of any and all information any person or entity consulted may have concerning me, including but not limited to information of a confidential or privileged nature, or any data or materials that have been sealed or agreed to be withheld pursuant to any prior agreement or court proceeding involving disciplinary matters.

I hereby release, discharge, and exonerate the Kings County Sheriff's Office, the County of Kings, their agents and representatives, and any person furnishing information, from liability arising out of the furnishing and/or inspection of records and/or other truthful, even though potentially embarrassing, information.

*This release is valid for 365 days from the date of signature.*

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

STATE OF CALIFORNIA, COUNTY OF KINGS} ss.

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California the foregoing paragraph is true and correct.

▶ \_\_\_\_\_

Candidate Signature

▶ \_\_\_\_\_

WITNESS my hand and official seal



## Instructions

The information you provide in this Personal History Statement will be used in a security investigation to assist in determining your eligibility for access to County facilities and confidential information. For the safety and security of County employees and their families, in addition to passing your employer's background check process, in order to access County facilities and confidential information, the Kings County Sheriff's Office must be satisfied that: (1) you were never a member of a street gang or similar criminal enterprise; (2) you have no active affiliation with gang members; (3) nothing in your history elicits a propensity to physically assault County staff or their family members; and (4) you have never engaged in identity theft or a related act of fraud. Please note that if any of the foregoing circumstances arises during the time that you are granted access to County facilities and confidential information, or if it is later discovered that you omitted material information from this form, your right to access County facilities and confidential information ***will be revoked***, which may result in termination by your employer. ***This is a County security check and is in addition to, but not part of, your employer's background check. Your employer will only be notified that you have cleared or not cleared the investigation. None of the information obtained during the investigation will be provided to your employer.***

- It is your responsibility to complete this form and provide all required information.
- If you are filling out a printed copy of this form, neatly print in blue or black ink. You are encouraged, but required, to complete this form electronically.
- You must respond to all items and questions. If a question does not apply to you, write "N/A" (not applicable) in the space provided for your response.
- If you need more space for any response, use the last page of this form (page 13) and identify the additional information by the question number.
- Once completed, submit this form via fax, U.S. mail, or email to Sande Huddleston, Risk Manager, County of Kings – Administration, 1400 West Lacey Boulevard, Hanford, CA 93230, fax no.: 559-585-0847, email: Sande.Huddleston@co.kings.ca.us. Although you may verify with Ms. Huddleston that she has received your materials, please do not contact her to check on the status of the security check, as she is not responsible for conducting the check. ***Do not return the materials to your employer.***
- After you submit this form, it will be reviewed by Sheriff's Office staff. Publically available information about you or individuals you list on this form may also be searched, information that your employer legally is authorized to release may be shared with the Sheriff's Office, and Sheriff's Office staff may conduct a home and/or neighborhood visit to confirm information that you provide. In the final stage of this process, you will be called in for an interview in which the information you provide on this form will be reviewed and discussed further. Any results of the investigation that are not relevant to gang involvement or affiliation, physical assault, or identity theft and related acts of fraud will be disregarded for purposes of this clearance procedure.

***You are responsible for providing complete, accurate, and truthful responses. Deliberate misstatements or omissions can and often will result in clearance being denied, regardless of the nature or reason for the misstatements/omissions. In fact, the number one reason individuals "fail" security investigations is because they deliberately withhold or misrepresent information.***

**Disclosure of Medically-Related Information**

In accordance with the U.S. Americans with Disabilities Act, the Genetic Information Nondiscrimination Act (GINA), and the California Fair Employment and Housing Act, you are not expected or required to reveal any medical or other disability-related information about yourself or your family members in response to questions on this form.

*I have read and I understand the above instructions.*

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

[TME PSN Label here]

**PERSONAL HISTORY STATEMENT – Security Clearance for Employees of Non-Public Safety County Vendors**  
 (Rev 09/2015) OFFICE OF SHERIFF COUNTY OF KINGS

SECTION 1: PERSONAL				
<b>1. YOUR FULL NAME</b>				
LAST	FIRST	MIDDLE		
<b>2. OTHER NAMES YOU HAVE USED OR BEEN KNOWN BY (INCLUDE MAIDEN NAME AND NICKNAMES)</b>				<input type="checkbox"/> N/A
<b>3. ADDRESS WHERE YOU LIVE</b>				
NUMBER / STREET			APT / UNIT	
CITY			STATE	ZIP
<b>4. MAILING ADDRESS, IF DIFFERENT FROM ABOVE (FOR EXAMPLE, PO BOX)</b>				
<b>5. CONTACT NUMBERS</b>				
HOME ( )	WORK ( )	EXT	OTHER ( )	<input type="checkbox"/> CELL <input type="checkbox"/> FAX
<b>6. CONTACT EMAIL</b>		<b>7. LIST ALL OTHER EMAIL ADDRESSES (SEPARATED BY COMMAS)</b>		
<b>8. BIRTH PLACE (CITY / COUNTY / STATE / COUNTRY)</b>				
<b>9. BIRTHDATE (MM/DD/YYYY)</b>	<b>10. SOCIAL SECURITY NUMBER</b>	<b>11. DRIVER'S LICENSE</b>		
	- -	NUMBER:	STATE:	EXPIRES:
<b>12. PHYSICAL DESCRIPTION</b>				
HEIGHT:	WEIGHT:	HAIR COLOR:	EYE COLOR:	

SECTION 2: RELATIVES AND REFERENCES					
<b>13. IMMEDIATE FAMILY</b>					
<ul style="list-style-type: none"> <li>• Provide all applicable information in the spaces below.</li> <li>• Mark "Deceased," if appropriate.</li> <li>• Mark "N/A" if a category is not applicable.</li> <li>• If more space is needed, continue on page 13 – reference corresponding numbers.</li> </ul>					
<b>Spouse / Registered Domestic Partner</b>				<input type="checkbox"/> Deceased	<input type="checkbox"/> N/A
<b>NAME</b>	<b>HOME ADDRESS (NUMBER / STREET / APT)</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	
<b>HOME PHONE</b> ( )	<b>WORK ADDRESS (NUMBER / STREET / SUITE)</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	
<b>WORK PHONE</b> ( )	<b>CELL PHONE</b> ( )	<b>EMAIL</b>			
<b>DATE OF MARRIAGE/REGISTRATION</b> / (MM/YYYY)		Is there, or has there ever been, a restraining or stay-away order in effect involving you and this individual? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Former Spouse / Former Registered Domestic Partner</b>				<input type="checkbox"/> Deceased	<input type="checkbox"/> N/A
<b>NAME</b>	<b>HOME ADDRESS (NUMBER / STREET / APT)</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	
<b>HOME PHONE</b> ( )	<b>WORK ADDRESS (NUMBER / STREET / SUITE)</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	
<b>WORK PHONE</b> ( )	<b>CELL PHONE</b> ( )	<b>EMAIL</b>			
<b>DATE OF MARRIAGE/REGISTRATION</b> / (MM/YYYY)	<b>DATE OF DISSOLUTION</b> / (MM/YYYY)	Is there, or has there ever been, a restraining or stay-away order in effect involving you and this individual? <input type="checkbox"/> Yes <input type="checkbox"/> No			

**PERSONAL HISTORY STATEMENT – Security Clearance for Employees of Non-Public Safety County Vendors**

(Rev 09/2015) OFFICE OF SHERIFF COUNTY OF KINGS

**SECTION 2: RELATIVES AND REFERENCES *continued***  
**Parents / Guardians**

- List ALL parents/guardians, living or deceased, including biological, adoptive, foster, step-parents, etc.
- If more space is needed, continue on page 13 – reference corresponding numbers.

Parent / Guardian:  Mother  Father  Step-mother  Step-father  Other: \_\_\_\_\_  Deceased

NAME	HOME ADDRESS (NUMBER / STREET / APT)	CITY	STATE	ZIP
HOME PHONE ( )	MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP
WORK PHONE ( )	CELL PHONE ( )	EMAIL		

Parent / Guardian:  Mother  Father  Step-mother  Step-father  Other: \_\_\_\_\_  Deceased

NAME	HOME ADDRESS (NUMBER / STREET / APT)	CITY	STATE	ZIP
HOME PHONE ( )	MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP
WORK PHONE ( )	CELL PHONE ( )	EMAIL		

Parent / Guardian:  Mother  Father  Step-mother  Step-father  Other: \_\_\_\_\_  Deceased

NAME	HOME ADDRESS (NUMBER / STREET / APT)	CITY	STATE	ZIP
HOME PHONE ( )	MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP
WORK PHONE ( )	CELL PHONE ( )	EMAIL		

Parent / Guardian:  Mother  Father  Step-mother  Step-father  Other: \_\_\_\_\_  Deceased

NAME	HOME ADDRESS (NUMBER / STREET / APT)	CITY	STATE	ZIP
HOME PHONE ( )	MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP
WORK PHONE ( )	CELL PHONE ( )	EMAIL		

**Brothers / Sisters**  N/A

- List ALL LIVING siblings, including half-siblings, step-siblings, foster-siblings, etc.
- If more space is needed, continue on page 13 – reference corresponding numbers.

Sibling:  Brother  Sister  Half-brother  Half-sister  Other: \_\_\_\_\_

NAME	AGE	HOME ADDRESS (NUMBER / STREET / APT)	CITY	STATE	ZIP
HOME PHONE ( )		MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP
WORK PHONE ( )		CELL PHONE ( )	EMAIL		

Sibling:  Brother  Sister  Half-brother  Half-sister  Other: \_\_\_\_\_

NAME	AGE	HOME ADDRESS (NUMBER / STREET / APT)	CITY	STATE	ZIP
HOME PHONE ( )		MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP
WORK PHONE ( )		CELL PHONE ( )	EMAIL		

**PERSONAL HISTORY STATEMENT – Security Clearance for Employees of Non-Public Safety County Vendors**  
 (Rev 09/2015) OFFICE OF SHERIFF COUNTY OF KINGS

**SECTION 2: RELATIVES AND REFERENCES** *continued*

Sibling:  Brother  Sister  Half-brother  Half-sister  Other: \_\_\_\_\_

NAME	AGE	HOME ADDRESS (NUMBER / STREET / APT)	CITY	STATE	ZIP
HOME PHONE ( )		MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP
WORK PHONE ( )		CELL PHONE ( )	EMAIL		

Sibling:  Brother  Sister  Half-brother  Half-sister  Other: \_\_\_\_\_

NAME	AGE	HOME ADDRESS (NUMBER / STREET / APT)	CITY	STATE	ZIP
HOME PHONE ( )		MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP
WORK PHONE ( )		CELL PHONE ( )	EMAIL		

**Children**  N/A

- List ALL LIVING children, including natural, adopted, step, and/or foster care.
- Include any other children who reside with you.
- Provide the name and contact information of the custodial parent/guardian, if other than you.
- If more space is needed, continue on page 13 – reference corresponding numbers.

Child:  Son  Daughter  Other: \_\_\_\_\_

NAME	AGE	CUSTODIAL PARENT/GUARDIAN (IF OTHER THAN YOU)			
ADDRESS (NUMBER / STREET / APT)		CITY	STATE	ZIP	
CONTACT NUMBER ( )		EMAIL			

Child:  Son  Daughter  Other: \_\_\_\_\_

NAME	AGE	CUSTODIAL PARENT/GUARDIAN (IF OTHER THAN YOU)			
ADDRESS (NUMBER / STREET / APT)		CITY	STATE	ZIP	
CONTACT NUMBER ( )		EMAIL			

Child:  Son  Daughter  Other: \_\_\_\_\_

NAME	AGE	CUSTODIAL PARENT/GUARDIAN (IF OTHER THAN YOU)			
ADDRESS (NUMBER / STREET / APT)		CITY	STATE	ZIP	
CONTACT NUMBER ( )		EMAIL			

Child:  Son  Daughter  Other: \_\_\_\_\_

NAME	AGE	CUSTODIAL PARENT/GUARDIAN (IF OTHER THAN YOU)			
ADDRESS (NUMBER / STREET / APT)		CITY	STATE	ZIP	
CONTACT NUMBER ( )		EMAIL			

**PERSONAL HISTORY STATEMENT – Security Clearance for Employees of Non-Public Safety County Vendors**  
 (Rev 09/2015) OFFICE OF SHERIFF COUNTY OF KINGS

**SECTION 2: RELATIVES AND REFERENCES** *continued*

**14. LIST OF REFERENCES**

- List 5 –7 people who know you well, such as close personal relationships, social and family friends, teachers, military colleagues, and/or co-workers.
- Do **NOT** include relatives, employers, housemates, or any individuals listed elsewhere.
- If more space is needed, continue on page 13 – reference corresponding numbers.

14.1	NAME OF REFERENCE	HOME ADDRESS (NUMBER / STREET / APT)	CITY	STATE	ZIP
	HOME PHONE ( )	WORK ADDRESS (NUMBER / STREET / SUITE)	CITY	STATE	ZIP
	WORK PHONE ( )	CELL PHONE ( )	EMAIL		
	How do you know this person?			How long have you known this person?	

14.2	NAME OF REFERENCE	HOME ADDRESS (NUMBER / STREET / APT)	CITY	STATE	ZIP
	HOME PHONE ( )	WORK ADDRESS (NUMBER / STREET / SUITE)	CITY	STATE	ZIP
	WORK PHONE ( )	CELL PHONE ( )	EMAIL		
	How do you know this person?			How long have you known this person?	

14.3	NAME OF REFERENCE	HOME ADDRESS (NUMBER / STREET / APT)	CITY	STATE	ZIP
	HOME PHONE ( )	WORK ADDRESS (NUMBER / STREET / SUITE)	CITY	STATE	ZIP
	WORK PHONE ( )	CELL PHONE ( )	EMAIL		
	How do you know this person?			How long have you known this person?	

14.4	NAME OF REFERENCE	HOME ADDRESS (NUMBER / STREET / APT)	CITY	STATE	ZIP
	HOME PHONE ( )	WORK ADDRESS (NUMBER / STREET / SUITE)	CITY	STATE	ZIP
	WORK PHONE ( )	CELL PHONE ( )	EMAIL		
	How do you know this person?			How long have you known this person?	

14.5	NAME OF REFERENCE	HOME ADDRESS (NUMBER / STREET / APT)	CITY	STATE	ZIP
	HOME PHONE ( )	WORK ADDRESS (NUMBER / STREET / SUITE)	CITY	STATE	ZIP
	WORK PHONE ( )	CELL PHONE ( )	EMAIL		
	How do you know this person?			How long have you known this person?	

**PERSONAL HISTORY STATEMENT – Security Clearance for Employees of Non-Public Safety County Vendors**  
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**SECTION 2: RELATIVES AND REFERENCES** *continued*

14.6	NAME OF REFERENCE	HOME ADDRESS (NUMBER / STREET / APT)	CITY	STATE	ZIP
	HOME PHONE ( )	WORK ADDRESS (NUMBER / STREET / SUITE)	CITY	STATE	ZIP
	WORK PHONE ( )	CELL PHONE ( )	EMAIL		
	How do you know this person?			How long have you known this person?	
14.7	NAME OF REFERENCE	HOME ADDRESS (NUMBER / STREET / APT)	CITY	STATE	ZIP
	HOME PHONE ( )	WORK ADDRESS (NUMBER / STREET / SUITE)	CITY	STATE	ZIP
	WORK PHONE ( )	CELL PHONE ( )	EMAIL		
	How do you know this person?			How long have you known this person?	

**SECTION 3: RESIDENCE HISTORY**

- 15. LIST OF RESIDENCES**
- List all residences during the last 10 years or since age 15.
  - Provide **complete** addresses (include markers such as Street, Drive, Road, East, West, etc., and unit/apt number). Do **NOT** use PO Boxes.
  - If the residence is a military base, identify name of base in address, nearest city, state, and zip code. Do **NOT** list military barracks mates unless you shared individual quarters.
  - If more space is needed, continue your response on page 13.

15.1	ADDRESS WHERE YOU NOW LIVE (NUMBER / STREET / APT)		FROM (MM/YYYY)	TO (MM/YYYY)
			/	Present
	CITY	STATE ZIP	IF RENTING: PROPERTY MANAGER, RENT COLLECTOR, OR OWNER	
	MAILING ADDRESS OF PROPERTY MANAGER, RENT COLLECTOR, OR OWNER (NUMBER / STREET / APT / PO BOX)		CONTACT NUMBER ( )	
CITY	STATE ZIP	EMAIL		

Name(s) of those with whom you live:

15.2	FORMER ADDRESS (NUMBER / STREET / APT)		FROM (MM/YYYY)	TO (MM/YYYY)
			/	/
	CITY	STATE ZIP	IF RENTING: PROPERTY MANAGER, RENT COLLECTOR, OR OWNER	
	MAILING ADDRESS OF PROPERTY MANAGER, RENT COLLECTOR, OR OWNER (NUMBER / STREET / APT / PO BOX)		CONTACT NUMBER ( )	
CITY	STATE ZIP	EMAIL		

Name(s) of those with whom you lived:

Reason for moving:

15.3	FORMER ADDRESS (NUMBER / STREET / APT)		FROM (MM/YYYY)	TO (MM/YYYY)
			/	/
	CITY	STATE ZIP	IF RENTING: PROPERTY MANAGER, RENT COLLECTOR, OR OWNER	
	MAILING ADDRESS OF PROPERTY MANAGER, RENT COLLECTOR, OR OWNER (NUMBER / STREET / APT / PO BOX)		CONTACT NUMBER ( )	
CITY	STATE ZIP	EMAIL		

**PERSONAL HISTORY STATEMENT – Security Clearance for Employees of Non-Public Safety County Vendors**

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Name(s) of those with whom you lived:
Reason for moving:

<b>15.4</b>	FORMER ADDRESS (NUMBER / STREET / APT)	FROM (MM/YYYY) /	TO (MM/YYYY) /
	CITY	STATE	ZIP
			IF RENTING: PROPERTY MANAGER, RENT COLLECTOR, OR OWNER
MAILING ADDRESS OF PROPERTY MANAGER, RENT COLLECTOR, OR OWNER (NUMBER / STREET / APT / PO BOX)			CONTACT NUMBER ( )
	CITY	STATE	ZIP
			EMAIL
Name(s) of those with whom you lived:			
Reason for moving:			

<b>15.5</b>	FORMER ADDRESS (NUMBER / STREET / APT)	FROM (MM/YYYY) /	TO (MM/YYYY) /
	CITY	STATE	ZIP
			IF RENTING: PROPERTY MANAGER, RENT COLLECTOR, OR OWNER
MAILING ADDRESS OF PROPERTY MANAGER, RENT COLLECTOR, OR OWNER (NUMBER / STREET / APT / PO BOX)			CONTACT NUMBER ( )
	CITY	STATE	ZIP
			EMAIL
Name(s) of those with whom you lived:			
Reason for moving:			

- 16. LIST OF HOUSEMATES**
- Provide contact information for all housemates listed in **Question 15** with whom you have resided during the past 10 years or since age 15.
  - Do NOT list anyone for whom you have already provided contact information.
  - If more space is needed, continue your response on page 13.

<b>16.1</b>	NAME OF HOUSEMATE	CONTACT NUMBER ( )
	CURRENT ADDRESS IF DIFFERENT (NUMBER / STREET / APT)	CITY
		STATE
		ZIP
	NATURE OF RELATIONSHIP (E.G., RELATIVE, LANDLORD, FRIEND, HOUSEMATE ONLY, ETC.)	EMAIL

<b>16.2</b>	NAME OF HOUSEMATE	CONTACT NUMBER ( )
	CURRENT ADDRESS IF DIFFERENT (NUMBER / STREET / APT)	CITY
		STATE
		ZIP
	NATURE OF RELATIONSHIP (E.G., RELATIVE, LANDLORD, FRIEND, HOUSEMATE ONLY, ETC.)	EMAIL

<b>16.3</b>	NAME OF HOUSEMATE	CONTACT NUMBER ( )
	CURRENT ADDRESS IF DIFFERENT (NUMBER / STREET / APT)	CITY
		STATE
		ZIP
	NATURE OF RELATIONSHIP (E.G., RELATIVE, LANDLORD, FRIEND, HOUSEMATE ONLY, ETC.)	EMAIL

**PERSONAL HISTORY STATEMENT – Security Clearance for Employees of Non-Public Safety County Vendors**  
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**SECTION 4: RESIDENCES** *continued*

16.4	NAME OF HOUSEMATE		CONTACT NUMBER	
			( )	
	CURRENT ADDRESS IF DIFFERENT (NUMBER / STREET / APT)		CITY	STATE
		NATURE OF RELATIONSHIP (E.G., RELATIVE, LANDLORD, FRIEND, HOUSEMATE ONLY, ETC.)		
		EMAIL		
16.5	NAME OF HOUSEMATE		CONTACT NUMBER	
			( )	
	CURRENT ADDRESS IF DIFFERENT (NUMBER / STREET / APT)		CITY	STATE
		NATURE OF RELATIONSHIP (E.G., RELATIVE, LANDLORD, FRIEND, HOUSEMATE ONLY, ETC.)		
		EMAIL		
16.6	NAME OF HOUSEMATE		CONTACT NUMBER	
			( )	
	CURRENT ADDRESS IF DIFFERENT (NUMBER / STREET / APT)		CITY	STATE
		NATURE OF RELATIONSHIP (E.G., RELATIVE, LANDLORD, FRIEND, HOUSEMATE ONLY, ETC.)		
		EMAIL		
16.7	NAME OF HOUSEMATE		CONTACT NUMBER	
			( )	
	CURRENT ADDRESS IF DIFFERENT (NUMBER / STREET / APT)		CITY	STATE
		NATURE OF RELATIONSHIP (E.G., RELATIVE, LANDLORD, FRIEND, HOUSEMATE ONLY, ETC.)		
		EMAIL		
16.8	NAME OF HOUSEMATE		CONTACT NUMBER	
			( )	
	CURRENT ADDRESS IF DIFFERENT (NUMBER / STREET / APT)		CITY	STATE
		NATURE OF RELATIONSHIP (E.G., RELATIVE, LANDLORD, FRIEND, HOUSEMATE ONLY, ETC.)		
		EMAIL		

**SECTION 5: LEGAL**

• *If more space is needed, continue your response on page 13.*

17. Have you ever been convicted of a gang related offense, assault on a peace officer, child or elder abuse, or identity theft or related forms of fraud, either in this state or any other legal jurisdiction? Include offenses in the Uniform Code of Military Justice. As used in this question, the term "identity theft or related forms of fraud," includes but is not limited to selling, releasing, or giving away legally confidential information; fraudulently obtaining public assistance; obtaining or personally identifiable or legally confidential information under false pretenses; or any unauthorized access or use of confidential information.  Yes  No

IF YES, explain each incident:

17.1	CHARGE	APPROX DATE (MM/YYYY)	ARRESTING OR DETAINING AGENCY
		/	
DISPOSITION OR PENALTY			
<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>			

**PERSONAL HISTORY STATEMENT – Security Clearance for Employees of Non-Public Safety County Vendors**  
 (Rev 09/2015) OFFICE OF SHERIFF COUNTY OF KINGS

**SECTION 5: LEGAL** *continued*

CHARGE	APPROX DATE (MM/YYYY)	ARRESTING OR DETAINING AGENCY
17.2	/	
DISPOSITION OR PENALTY		
17.3	/	
DISPOSITION OR PENALTY		

**► Involvement in Criminal Acts**

18. Have you been convicted of, or are awaiting trial for a crime related to any of the following acts *within the past 10 years?* (You do NOT have to report any acts committed *prior to age 15.*)

- NOTE: You may NOT withhold any information regarding your involvement in any of the following acts, even if federal or state law relieved you from reporting the detention, arrest, or conviction that arose from it.

18.1	Annoying, obscene, or harassing contacts by telephone or other electronic communication device	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.2	Battery (use of force or violence upon another)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.3	Brandishing a weapon (any type of weapon)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.4	Carrying a concealed weapon without a permit	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.5	Impersonating a peace officer (pretending to be a police officer)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.6	Possession of falsified or altered identification, including use of another person's ID (for any reason)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.7	Resisting arrest and/or delaying or obstructing an officer (including, but not limited to, running from the police)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.8	Arson (intentionally destroying property by setting a fire)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.9	Assault with a deadly weapon (struck or threatened to strike someone with an instrument likely to cause great bodily injury or death)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.10	Blackmail or extortion	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.11	Child molestation (performing unlawful acts with a child, inappropriate touching of a child)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.12	Elder abuse and/or neglect (physical and/or financial)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.13	Embezzlement (theft of money or other valuables entrusted to you)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.14	Insurance fraud	<input type="checkbox"/> Yes	<input type="checkbox"/> No



**PERSONAL HISTORY STATEMENT – Security Clearance for Employees of Non-Public Safety County Vendors**  
(Rev 09/2015) OFFICE OF SHERIFF COUNTY OF KINGS

**SECTION 6: CRIMINAL ENTERPRISE AFFILIATION**

- 19. Are you now, or have you ever been, a member or associate of a criminal enterprise; street gang; or group that advocates violence against individuals because of their race, religion, political affiliation, ethnic origin, nationality, gender, sexual orientation, or disability? .....  Yes  No
- 20. Do you have, or have you ever had, a tattoo signifying membership in, or affiliation with, a criminal enterprise; street gang; or group that advocates violence against individuals because of their race, religion, political affiliation, ethnic origin, nationality, gender, sexual orientation, or disability? .....  Yes  No
- 21. Do you have any close associate(s) (immediate family member, relative with whom you live, housemate, spouse, domestic partner, other romantic partner, close friend, etc.) who is/are affiliated with a criminal enterprise, street gang, or group that advocates violence against individuals because of their race, religion, political affiliation, ethnic origin, nationality, gender, sexual orientation, or disability? .....  Yes  No

If you answered "YES" to any of Questions 19–21, give details including dates and circumstances – *reference corresponding numbers*).

.....

.....

.....

.....

**SECTION 7: CERTIFICATION**

22. I hereby certify under penalty of perjury under the laws of the state of California that I have personally completed and initialed each page of this form and any attached supplemental page(s), and that all statements made are true and complete to the best of my knowledge and belief. I understand that any misstatement or omission of material fact may subject me to disqualification from access to County facilities and confidential information.

Signature in Full: ► Date:

**Use the following page to continue any of your responses.  
Be sure to reference corresponding numbers.**



## AMENDMENT TO AGREEMENT FOR SERVICES

Whereas, the parties to this Amendment are Medcor, Inc. ("Contractor"), and County of Kings ("County"); and

Whereas, the parties are doing business under the terms of a Master Service Agreement ("MSA"), dated April 15, 2014; and

Whereas, the parties now desire to amend that MSA according to the terms of this Amendment.

Now, therefore, in consideration of the mutual promises of the parties and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed by the parties as follows:

I. New paragraph 6.7 is added to the MSA and reads as follows:

"All Contractor employees shall be subject to a County security investigation intended to investigate gang involvement or affiliation and history of crimes involving violence or identity theft. The security investigation shall be administered by the County, and shall be required before allowing Contractor's employees access to County's facilities and confidential information. Contractor shall provide a list of all persons who are providing Services to County under this Agreement at the effective date of this paragraph, or who in the future are expected to or will provide such Services. The County shall be solely responsible for its security investigation. County is solely responsible for securing all consents and waivers required by law from Contractor employees for the security investigation. Any personal information provided by Contractor employees will be maintained by the County in accordance with all applicable state and federal laws. No person shall perform any Services contemplated herein unless and until approval has been obtained in writing from the Sheriff and/or Chief Probation Officer. The Sheriff and/or Chief Probation Officer shall have the sole discretion to determine the security acceptability of all Contractor personnel in their individual facilities at any time during the contract period. Personnel found to be an unacceptable safety or security risks shall not be given access to the facilities and/or shall have his/her access revoked. Contractor will notify County of potential new staffing prior to the anticipated start date in order for security investigation to be conducted. County shall be solely responsible for the costs of all County administered security investigation."

II. All other terms and conditions in the MSA dated April 15, 2014 remain in full force and effect.

III. This Amendment is effective upon being signed on behalf of both parties.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 3, 2015

**SUBMITTED BY:** Administration – Larry Spikes

**SUBJECT:** SAN JOAQUIN VALLEY WATER INFRASTRUCTURE AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

**SUMMARY:**

**Overview:**

On July 14, 2015, your Board adopted Resolution No. 15-040 stating your intent to participate in the formation of a Joint Powers Authority (JPA) with other counties and stakeholders for the purpose of pursuing funding for the Temperance Flat and other water projects throughout the San Joaquin Valley. Your Board took up the matter again on September 29, 2015 and expressed your support for an eleven-member JPA with other provisions to be included that were not in the version that had been adopted by Fresno County on September 22, 2015. After several additional stakeholders meetings, a new agreed upon Joint Exercise of Powers Agreement has emerged for your consideration.

**Recommendation:**

**Your Board approve a proposed Joint Exercise of Powers Agreement creating the San Joaquin Valley Water Infrastructure Authority.**

**Fiscal Impact:**

The proposed JPA calls for all five participating counties (Kings, Fresno, Madera, Merced and Tulare) to initially contribute \$50,000. Additionally, five of the other six members (two water agencies, two cities and a tribe from the five county region) will also contribute \$50,000 for a total of \$500,000 to start the JPA. Only the at-large, eleventh member will not be contributing. Future funding requirements will be determined. Therefore, there is a minimum cost of \$50,000 with unknown potential future contributions.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **SAN JOAQUIN VALLEY WATER INFRASTRUCTURE AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT**

**November 3, 2015**

**Page 2 of 2**

#### **BACKGROUND:**

As originally adopted by Fresno County on August 25, 2015, as one of the five participating counties, the proposed composition of the JPA was five supervisors, one each from the five counties, plus two at-large members. After a meeting of representatives of the five counties on September 12, 2015, the JPA was proposed to be modified to include nine members as follows:

- One supervisor from each of the five creating member counties; Kings, Fresno, Madera, Merced, and Tulare (Kern was originally considered as a creating member but has decided not to participate);
- One member to represent cities from within the five-county area;
- One member to represent irrigation districts within the five-county region;
- One member to represent community district/county service areas; and
- One at-large member

There were additional matters agreed to such as specified actions to be taken that require a supermajority vote and the creation of a Technical Advisory Committee, the latter being an issue that would be incorporated into the By-Laws of the JPA.

Subsequent to the September 12, 2015 meeting there was another stakeholder discussion that occurred in Fresno that included most, but not all, of the participants in the September 12<sup>th</sup> meeting. On September 18, 2015, the membership of the JPA was proposed to be expanded by two in addition to the nine described above. The new proposal would allow for:

- Two individuals to represent irrigation or other types of water districts, one each from the east side and the west side of the valley;
- Two individuals to represent cities, one from the east side and one from the west;
- Designate one seat for a tribal representative from among the five-county area; and
- Convert the member to represent community service district/county service area to an at-large member that can come from all of the categories listed above.

Additional changes were proposed, such as allowing the JPA to select its own administrator, as opposed to designating Fresno County staff to serve in that capacity.

Ultimately, after several additional meetings, without going into anymore specificity, an agreement was reached on the attached JPA by all five counties and other stakeholders.



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1 **JOINT EXERCISE OF POWERS AGREEMENT**

2 **CREATING THE SAN JOAQUIN VALLEY WATER INFRASTRUCTURE AUTHORITY (SJWWIA)**

3 THIS Agreement ("Agreement") is made and entered into effective \_\_\_ day of \_\_\_\_\_, 2015, by and  
4 among the counties of FRESNO, KINGS, MADERA, MERCED, and TULARE. Each entity listed above is a  
5 political subdivision of the State of California. As provided herein, the SJWWIA Board of Directors shall be  
6 comprised of the previously referenced counties, two City Members, two Water Agency Members, one Tribal  
7 Member and one General At-Large Member. All the entities listed above together are referenced herein as  
8 the "Parties".

9 **RECITALS**

10 **WHEREAS**, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500  
11 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the  
12 contracting parties; and

13 **WHEREAS**, the County Members each are public agencies, which have the common power,  
14 pursuant to California Government Code section 23004(c), to make contracts necessary to the exercise of  
15 their respective powers; and

16 **WHEREAS**, the County Members desire to create a joint powers agency that will solicit grants under  
17 the competitive process established by the State of California pursuant to the Water Quality, Supply and  
18 Infrastructure Improvement Act of 2014 ("Act") or any similar state or federal statutes or programs to fund  
19 water infrastructure improvement projects within the jurisdiction of some or all of the County Members, and to  
20 administer the disbursement and expenditure of said funds on qualified infrastructure projects including but  
21 not limited to local surface storage projects, groundwater recharge projects and construction of the  
22 Temperance Flat Dam project, and in all instances subject to obtaining a financial commitment by the County  
23 Member to pay for their respective costs thereof as provided herein; and

24 **WHEREAS**, the County Members can through cooperation present more comprehensive and  
25 effective grant proposals with greater efficiency than they could obtain by their individual efforts; and

26 **WHEREAS**, collaboration and consolidation of governmental action benefits the public and the  
27 taxpayer, and if the County Members determine that it is to their mutual benefit, the County Members believe  
28 the SJWWIA should provide access to other public agencies in proximity to and with interests similar to those

1 of the County Members by considering the execution of a Participation Agreement among the SJVWIA and  
2 such other public agencies that would permit such other public agencies to participate in the grant formation  
3 and solicitation process in the future, provided that such other public agencies make financial commitments  
4 similar to those made by the County Members in connection with this Agreement, as provided herein.

5 **NOW THEREFORE**, in consideration of their mutual promises, covenants and conditions, hereinafter  
6 set forth, the sufficiency of which is acknowledged, the County Members agree as follows:

7  
8 **ARTICLE I**

9 **DEFINITIONS**

10 **“SJVWIA”** shall mean the San Joaquin Valley Water Infrastructure Authority.

11 **“Authority”** shall mean the SJVWIA created by this Agreement.

12 **“Biweekly”** shall mean an event or act which only occurs once every two weeks.

13 **“Board of Directors”** shall mean the governing body of the Authority.

14 **“Fiscal year”** shall mean that period of twelve months which is established by the Board of Directors  
15 as the fiscal year of the Authority.

16 **“Government Code”** shall mean the California Government Code.

17 **“Joint Powers Law”** shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section  
18 6500) of the Government Code.

19 **“The Act”** shall mean the Water Quality, Supply and Infrastructure Improvement Act of 2014 (AB  
20 1471, Ch.188).

21 **“Water Agency”** shall mean an irrigation district, reclamation district, or any other local  
22 governmental entity that obtains, manages and provides water to residential, industrial, commercial or  
23 agricultural users and joint powers authorities that represent water agencies.

24 **“Qualified Water Project”** shall mean any construction, modification, operation or agreement for  
25 provision of water for which funds allocated under the Act or under similar State of California or federal  
26 programs or laws may be properly awarded and expended and which benefits the jurisdictions of the  
27 member Parties.

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**ARTICLE 2**

**PURPOSES OF THE AGREEMENT**

This Agreement is entered into by the County Members so that the Authority shall jointly develop and submit to the appropriate agency of the State of California solicitations or applications for grants pursuant to the Water Quality, Supply, and Infrastructure Act of 2014 or pursuant to similar programs or laws established by the State of California or the United States federal government. The Authority may also exercise such powers as are granted to it by the member County Members to administer or disburse the funds obtained for any Qualified Water Project.

**ARTICLE 3**

**TERM**

This Agreement shall continue in full force and effect until terminated as provided herein.

**ARTICLE 4**

**CREATION OF THE AUTHORITY**

Pursuant to the Joint Powers Law, there is hereby created a public entity separate and apart from the Parties, to be known as the San Joaquin Valley Water Infrastructure Authority ("SJWWIA" or the "Authority"), with such powers as are hereinafter set forth. The debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and shall not constitute debts, liabilities, or obligations of any party to this Agreement notwithstanding the payment of respective costs and expenses as referenced in the Recitals, Article 14 and throughout the Agreement. The Authority, its Board, officers, membership and staff shall be governed by this Agreement, the Bylaws, and other documents duly adopted by the Authority.

**ARTICLE 5**

**POWERS OF THE AUTHORITY**

The Authority shall have all powers set forth in the Joint Powers Law, and is hereby authorized to do all acts necessary for the exercise of said powers in furtherance of its purposes. Such powers include, but

1 are not limited to, the following:

2 (a) To make and enter into contracts, including but not limited to contracts with the Parties  
3 and/or the federal government, the State of California, other local governments, agencies or special districts.

4 (b) To incur debts, liabilities, and obligations.

5 (c) To acquire, hold, or dispose of property, contributions and donations of property, funds,  
6 services, and other forms of assistance from persons, firms, corporations, and government entities.

7 (d) To sue and be sued in its own name, and to settle any claim against it.

8 (e) To receive and use contributions and advances from the Parties as provided in Government  
9 Code Section 6504, including contributions or advances of personnel, equipment, or property.

10 (f) To receive and use contributions and advances from Participating Entities including  
11 contributions or advances of personnel, equipment, or property.

12 (g) To invest any money in its treasury that is not required for its immediate necessities,  
13 pursuant to Government Code Section 6509.5.

14 (h) To carry out all provisions of this Agreement. Said powers shall be exercised pursuant to  
15 the terms hereof and in the manner provided by law. The responsibility for financing, funding or providing  
16 matching funds for the actual construction of any Qualifying Water Project shall be the responsibility of the  
17 individual local governmental agency performing or authorizing such construction and shall not be an  
18 obligation of the Authority. However, the Authority, if it determines the Qualifying Water Project will have  
19 substantial general benefit throughout the jurisdictions of the Member Counties, may take actions to secure  
20 financing, funding or matching funds and to disburse such funds in furtherance of construction of the  
21 Qualifying Water Project.

22 (i) The Authority may not appropriate, expend or encumber funds in excess of any amounts  
23 actually approved and contributed by the Parties, or actually received from any other source.

24 Pursuant to Government Code section 6509, the aforementioned powers shall be subject to those  
25 restrictions as apply to any of the Parties.

26  
27  
28

1 **ARTICLE 6**

2 **BOARD OF DIRECTORS**

3 (a) Composition of the Board of Directors

4 The Authority shall be governed by the Board of Directors, which shall consist of eleven members  
5 and shall be composed as follows:

6 1. **COUNTY MEMBERS**: One member appointed by the Board of Supervisors  
7 of each County Member who shall be a member of the Board of Supervisors of the respective  
8 County Member for a total of five (5) directors. Each Board of Supervisors of each County  
9 Member shall also appoint an alternate member who shall be a member of the respective  
10 County Member's Board of Supervisors who shall serve in the absence of the regular  
11 member appointed by that County Member.

12 2. **CITY MEMBERS**: Two (2) members appointed by the participating  
13 incorporated cities located within the jurisdiction of the County Members. The members shall  
14 be city elected officials and shall be appointed to a two (2) year term. One City Member shall  
15 be from the Western portion of the jurisdictions of the County Members and one City Member  
16 shall be from the Eastern portion of the jurisdictions of the County Members. One of the City  
17 Members must be from a disadvantaged community. The City Members must be from  
18 different counties. The participating incorporated cities within the jurisdiction of the County  
19 Members shall also appoint alternate members to serve in the absence of the City Members.  
20 The alternate members shall be city elected officials and may be from different Counties.

21 3. **WATER AGENCY MEMBER**: Two (2) members appointed by the  
22 participating water agencies within the jurisdiction of the County Members. The members  
23 shall be appointed to a two (2) year term. One Water Agency Member shall be from the  
24 Western portion of the jurisdictions of the County Members and One Water Agency Member  
25 shall be from the Eastern portion of the jurisdictions of the County Members. The Water  
26 Agency Members must be from different Counties. The participating water agencies within  
27 the jurisdiction of the County Members shall also appoint alternate members to serve in the  
28 absence of the Water Agency Members.

1           4.       **TRIBAL MEMBER**: One (1) member appointed by the federally recognized  
2 Native American tribes within the jurisdiction of the County Members. The member shall be  
3 appointed to a two (2) year term. The recognized Native American tribes within the  
4 jurisdiction of the County Members shall also appoint an alternate member to serve in the  
5 absence of the regular Tribal Member. The alternate member may not be from or employed  
6 by a tribe located in the same County as the regular Tribal At-Large Member.

7           5.       **GENERAL AT-LARGE MEMBER**: One (1) member appointed by a majority  
8 of the ten members of Board of Directors identified above. The member shall be appointed to  
9 serve a two (2) year term. The Board of Directors may select any individual resident of  
10 California as the General At-Large Member including but not limited to a representative of a  
11 community service district or county service area within the jurisdictions of the County  
12 Members or any other representation from within the jurisdictions of the County Members  
13 deemed appropriate by the majority of the Board of Directors.

14                   **(b) Replacement by Alternate Members**

15           County Members of the Board of Directors shall serve until removed or replaced by the Board of  
16 Supervisors of the respective County. If, for any reason, a County Member resigns, leaves office or cannot  
17 fulfill the duties of that position, the Board of Supervisors of the relevant County Member shall appoint a new  
18 regular member of the Board of Directors.

19           If, for any reason, the General At-Large Member resigns or cannot fulfill the duties of that position,  
20 the remaining members of the Board of Directors shall appoint a new General At-Large Member to complete  
21 the remainder of the General At-Large Member's term.

22           If for any reason, a City Member, a Water Agency Member or the Tribal Member resigns or cannot  
23 fulfill the duties of that position, the alternate member appointed by the respective group shall become the  
24 regular member for the remainder of the applicable term.

25                   **(c) Startup Operations and Provisions for Fewer than Five County Members**

26           Notwithstanding any other provision of this Agreement, during the initial startup period of the  
27 operations of the Authority, the five County Members of the Board of Directors shall function as a five  
28 member Board of Directors, having all powers of the full Board of Directors, subject to Article 17 of this

1 Agreement. Upon additional Board of Director members being appointed and sworn in, those members may  
2 participate in Board of Directors meetings and vote to the same extent as County Members

3 (d) Voting Protocols

4 A majority of the membership of the Board of Directors shall constitute a quorum for the transaction  
5 of business (e.g., six present members of an eleven member Board of Directors shall constitute a quorum).  
6 Approval of proposed actions requires a simple majority vote of the Board of Directors except as provided  
7 herein. All members of the Board of Directors shall have equal voting rights.

8  
9 **ARTICLE 7**

10 **POWERS OF THE BOARD OF DIRECTORS**

11 The Board of Directors shall have the following powers and functions:

12 (a) The Board of Directors shall exercise all powers and conduct all business of the Authority,  
13 either directly or by delegation to its officers and staff.

14 (b) The Board of Directors shall elect the officers of the Authority and shall appoint or hire  
15 necessary staff in accordance with Articles 9 and 10 hereof.

16 (c) The Board of Directors shall cause to be prepared, and shall review, modify as necessary,  
17 and adopt the annual operating budget of the Authority.

18 (d) The Board of Directors shall develop, or cause to be developed, and shall review, modify as  
19 necessary, any solicitation or grant application for a Qualified Water Project and administrative services  
20 necessary to carry out such solicitation or grant application or the receipt, administration and disbursement of  
21 any grant funds received.

22 (e) The Board of Directors shall provide for necessary services to the Authority and the Parties  
23 and Participating Entities, by contract or otherwise, which may include, but shall not be limited to, accounting,  
24 auditing, and legal services.

25 (f) The Board of Directors shall provide general supervision and policy direction to the staff of  
26 the Authority.

27 (g) The Board of Directors shall have such other powers and duties as are reasonably  
28 necessary to carry out the purposes of the Authority, including, but not limited to, establishing Ad Hoc or

1 Standing Committees of participating entities.

2  
3 **ARTICLE 8**

4 **MEETINGS OF THE BOARD OF DIRECTORS**

5 (a) The Board of Directors shall hold at least one regular meeting each year and shall provide  
6 for such other regular meetings and for such special meetings as it deems necessary.

7 (b) The staff of the Authority shall provide for the keeping of minutes of regular and special  
8 meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of  
9 Directors at the next scheduled meeting.

10 (c) All meetings of the Board of Directors shall be called, noticed, held and conducted in  
11 accordance with the provisions of Government Code Section 54950 et seq.

12 (d) The Authority shall provide each of the Parties the agenda, including any supplements  
13 thereof, and any supporting agenda materials of all meetings of the Board of Directors not later than the time  
14 that the Authority publishes notice of such meetings pursuant to paragraph (c), immediately above.

15  
16 **ARTICLE 9**

17 **OFFICERS**

18 The Board of Directors shall elect from its membership a President and Vice President of the Board  
19 of Directors, to serve for two-year terms. The President, or in his or her absence, the Vice President, shall  
20 preside at and conduct all meetings of the Board of Directors.

21  
22 **ARTICLE 10**

23 **ADMINISTRATION**

24 (a) The following staff members shall be appointed by and serve at the pleasure of the Board of  
25 Directors:

26 (1) **Auditor-Treasurer.** The duties of the Auditor-Treasurer are set forth in of this  
27 Agreement. Pursuant to Government Code Section 6505.5, the Auditor-Treasurer shall be the county auditor  
28 controller of one of the County Members, at the selection of the Authority and subject to the consent of the

1 applicable county auditor controller to serve as the Authority's Auditor-Treasurer.

2 (i) **Charges for Treasurer and Auditor Services.** Pursuant to Government  
3 Code Section 6505, the charges to the Authority for the services of the Auditor-Treasurer shall be  
4 determined by the Board of Supervisors of the county from which such staff members are appointed, subject  
5 to approval by the Authority.

6 (2) **Other Staff.** The Board of Directors shall provide for the appointment or hire of  
7 such other staff as may be necessary for the administration of the Authority.

8  
9 **ARTICLE 11**

10 **DEVELOPMENT, FUNDING AND IMPLEMENTATION OF SOLICITATIONS OR GRANT APPLICATIONS**

11 (a) **Solicitations or Grant Applications.** The Authority shall develop, fund and cause to be  
12 submitted solicitations or grant applications to the appropriate state or federal agency pursuant to the Act or  
13 other similar state or federal programs or laws.

14 (b) **Competitive Selection of Experts.** If the Authority determines to retain an expert or  
15 experts to prepare any solicitation or grant application, the selection of said expert(s) shall be made through  
16 a competitive process unless the expert falls within the category of professional expertise which may be  
17 properly selected through a Request for Proposal or other non-competitive process.

18  
19 **ARTICLE 12**

20 **ACCOUNTS AND RECORDS**

21 (a) **Annual Budget.** The Authority shall annually adopt an operating budget.

22 (b) **Funds and Accounts.** The Auditor-Treasurer of the Authority shall establish and maintain  
23 such funds and accounts as may be required by good accounting practices and by the Board of Directors.  
24 Separate accounts shall be established and maintained for each project under development or adopted and  
25 implemented by the Authority. Books and records of the Authority in the hands of the Auditor-Treasurer shall  
26 be open to inspection at all reasonable times by authorized representatives of the Parties.

27 The Authority shall adhere to the standard of strict accountability for funds set forth in  
28 Government Code Section 6505.

1 (c) **Auditor's Report.** The Auditor-Treasurer, within one hundred and twenty (120) days after  
2 the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year  
3 to the Board of Directors, Parties and Participating Entities.

4 (d) **Annual Audit.** Pursuant to Government Code Section 6505, the Authority shall either make  
5 or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records  
6 of the Authority, conforming in all respects with the requirements of that section. A report of the audit shall  
7 be filed as a public record with the Parties and Participating Entities and also with the county auditor of the  
8 county where the home office of the Authority is located and shall be sent to any public agency or person in  
9 California that submits a written request to the Authority. The report shall be filed within six months of the  
10 end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense  
11 of the Authority.

### 12 **ARTICLE 13**

#### 13 **RESPONSIBILITIES FOR FUNDS AND PROPERTY**

14 (a) The Auditor-Treasurer shall have the custody of and disburse the Authority's funds. He or  
15 she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to  
16 perform that function, subject to the requirements of (b) below. The Auditor-Treasurer shall hold and  
17 prudently invest any funds for which he or she has custody consistent with the Investment Policy of the  
18 Authority. The Auditor-Treasurer's primary objective in holding and investing such funds shall be: first, to  
19 safeguard the principal of such funds under his or her control; second, to meet the liquidity needs of the  
20 Authority; and third, to achieve a return on such funds under his or her control.

21 (b) Pursuant to Government Code Section 6505.5:

22 (1) Receive and acknowledge receipt for all funds of the Authority and place them in the  
23 treasury of the Treasurer to the credit of the Authority.

24 (2) Be responsible upon his or her official bond for the safekeeping and disbursements  
25 of all Authority funds so held by him or her.

26 (3) Pay any sums due from the Authority, as approved for payment by the Board of  
27 Directors or by any body or person to whom the Board of Directors has delegated approval authority, making  
28

1 such payments from Authority funds upon warrants drawn by the Auditor.

2 (4) Verify and report in writing to the Authority and to the Parties, as of the first day of  
3 each quarter of the fiscal year, the amount of money then held for the Authority, the amount of receipts since  
4 the last report, and the amount paid out since the last report.

5 (c) Pursuant to Government Code Section 6505.1, the President, the Vice-President, and such  
6 other persons as the Board of Directors may designate, shall have charge of, handle, and have access to the  
7 property of the Authority.

8 (d) The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and  
9 in the form specified by the Board of Directors, covering all officers and staff of the Authority, and all officers  
10 and staff who are authorized to have charge of, handle, and have access to property of the Authority.

## 11 12 **ARTICLE 14**

### 13 **RESPONSIBILITIES OF PARTIES**

14 The Parties shall have the following responsibilities under this Agreement:

15 (a) The Board of Supervisors of each County Member shall appoint representative(s) to the  
16 Board of Directors, pursuant to Article 6 hereof.

17 (b) Each County Member shall appoint an officer or employee of the County Member to be  
18 responsible and serve as a liaison between the County Member and the Authority for all matters relating to  
19 the Authority.

20 (c) Each member of the Board of Directors of the Authority shall fund its share of the Authority's  
21 annual administrative expenses. As an initial contribution, immediately upon execution of this Agreement,  
22 each County Member shall contribute the amount of \$50,000 for a total of \$250,000. Immediately upon  
23 execution of this Agreement, each of the identified groups having representation on the Board of Directors of  
24 the Authority, including the Cities, the Water Agencies and the Native American Tribe shall contribute  
25 \$50,000 per seat on the Board of Directors. The identified group initial contributions shall be \$50,000 for  
26 each of the two City Members, \$50,000 for each of the two Water Agency Members and \$50,000 for the  
27 single Tribal Member for an initial total contribution of \$250,000. County Members, City Members, Water  
28 Agency Members and the Tribal Member of the Board of Directors shall make the first payment of no less

1 than 50% (\$25,000) of the initial contribution no later than 90 days after the respective member of the Board  
2 of Directors is sworn in. The second payment of the remaining 50% (\$25,000) of the initial contribution shall  
3 be made no later than 150 days after the respective member of the Board of Directors is sworn in. If the  
4 required initial contribution payments are not made by the specified deadlines the Board of Directors member  
5 in default may not vote until the required initial contribution payment is made.

6 Further regular contributions toward the operating and/or administrative expenses of the Authority  
7 shall be determined by the Board of Directors but any further contribution by a Party shall be subject to the  
8 approval of the Governing Board of that Party. All regular contributions toward the operating and/or  
9 administrative expenses of the Authority as determined by the Board of Directors shall be made in equal  
10 amounts from each of the Parties represented on the Board of Directors, not including the General At-Large  
11 Member. If the approved regular contribution payments are not made by specified deadlines to be  
12 determined by the Board of Directors, the Party member in default may not vote until the regular contribution  
13 payment is made.

14 The Authority has the power to enter into agreements with any County Member, city, district, Native  
15 American tribe, other local, state or federal governmental agencies or private parties, or any combination  
16 thereof, to accept contributions to develop, fund and cause to be submitted solicitations or grant applications  
17 to the appropriate state or federal agency pursuant to the Act or other similar state or federal programs or  
18 laws for a Qualified Water Project.

19 The responsibility for financing, funding or providing matching funds for the actual construction of any  
20 Qualifying Water Project shall be the responsibility of the individual local governmental agency performing or  
21 authorizing such construction and shall not be an obligation of the Authority. However, the Authority, if it  
22 determines the Qualifying Water Project will have substantial general benefit throughout the jurisdictions of  
23 the County Members, may take actions to secure financing, funding or matching funds and to disburse such  
24 funds in furtherance of construction of the Qualifying Water Project.

25 (d) Each Party shall provide the Authority such other information or assistance as may be  
26 necessary for the Authority to develop and implement Qualified Water Projects under this Agreement.

27 (e) Each Party shall cooperate with and assist the Authority and other contractors in all matters  
28 relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.

1 (f) Each Party shall have such other responsibilities as are provided elsewhere in this  
2 Agreement, and as are established by the Board of Directors in order to carry out the purposes of this  
3 Agreement.

## 4 5 **ARTICLE 15**

### 6 **WITHDRAWAL AND TERMINATION**

7 (a) Any Party may terminate its membership in the Authority and its obligations under this  
8 Agreement upon 180 days advance written notice to the other Parties and the Authority. The written intent to  
9 terminate may be withdrawn no later than 120 days prior to the end of the 180 day termination period.

10 (b) Upon withdrawal of a Party from the Authority and this Agreement, any capital contributions  
11 of said Party shall be returned to the Party less that Party's share of ongoing obligations of the Authority  
12 incurred during that Party's membership in the Authority. Contributions by a Party for operating expenses  
13 and costs of preparation of any solicitation or application for grants authorized or incurred prior to the  
14 effective date of withdrawal shall not be returned upon withdrawal.

15 (c) Upon termination of this Agreement (whether by mutual agreement of the Parties, or by  
16 withdrawal of five or more member Parties), all assets of the Authority remaining after all existing obligations  
17 of the Authority have been disposed of, shall be distributed among the Parties in proportion to their cash and  
18 in-kind contributions and property contributed (at market value when contributed). The Board of Directors  
19 shall determine such distribution within six (6) months after disposal of the last obligation of the Authority.

20 (d) This Agreement and the Authority shall continue to exist until such time as the final  
21 disposition of all claims, distribution of all assets, and performance of all other functions necessary to  
22 conclude the affairs of the Authority.

## 23 24 **ARTICLE 16**

### 25 **LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS**

26 The members of the Board of Directors, officers, committee members and legal advisors to any  
27 board or committees of the Authority shall use ordinary care and reasonable diligence in the exercise of their  
28 powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any

1 mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action  
2 taken or omitted by any agent or employee selected with reasonable care, nor for loss incurred through  
3 investment of Authority funds, or failure to invest, performed in good faith.

4 No director, officer, committee member, or legal advisor to any board or committee shall be  
5 responsible for any action taken or omitted by any other director, officer, committee member, or legal advisor  
6 to any board or committee. No director, officer, committee member or legal advisor to any board or  
7 committee shall be required to give a bond or other security to guarantee the faithful performance of their  
8 duties pursuant to this Agreement.

9 The funds of the Authority shall be used to defend, indemnify and hold harmless the Authority, the,  
10 the Auditor-Treasurer of the Authority, any director, officer, committee member, contractor or retained expert  
11 or other staff appointed by the Authority or loaned to the Authority by any Party, or any County Counsel  
12 acting as legal advisor to any board or committee for their actions taken within the scope of the authority of  
13 the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such  
14 coverage as is hereinabove set forth.

15  
16 **ARTICLE 17**

17 **BYLAWS**

18 The Board of Directors may adopt Bylaws consistent with this Agreement which shall provide for the  
19 administration and management of the Authority. To be effective, adopted Bylaws and any changes or  
20 amendments thereto must be approved by a majority of the Board of Directors, provided that in addition to a  
21 simple majority of the Board of Directors, at least three (3) County Members and three (3) Non-County  
22 Members must vote in favor of the adoption or amendment of the By-Laws. If fewer than three (3) Non-  
23 County members have been sworn in at the time of the adoption or amendment of the By-Laws, then all  
24 Non-County Members who are sworn in at that time must approve said adoption or amendment.

25  
26 **ARTICLE 18**

27 **NOTICES**

28 The Authority shall address notices, billings and other communications to the member Parties as

1 directed by the Parties. Each Party shall provide the Authority with the address to which communications are  
2 to be sent. Each Party shall address notices and other communications to the Authority at the office address  
3 of the Authority as set forth in the Bylaws.

4 The Authority shall promptly give each Party a copy of any notice provided to the Authority from  
5 anyone, including but not limited to any notice from any other Party, or of any notice provided by the  
6 Authority to anyone.

7  
8 **ARTICLE 19**

9 **AMENDMENT**

10 Upon recommendation by the Board of Directors, any matters of this Agreement may be modified  
11 from time to time by the written consent of the governing body of all the County Members without, in any  
12 way, affecting the remainder.

13  
14 **ARTICLE 20**

15 **PROHIBITION AGAINST ASSIGNMENT**

16 No County Member may assign any right, claim or interest, or delegate any obligation that it may  
17 have under this Agreement, and no creditor, assignee or third party beneficiary of any County Member shall  
18 have any right, claim or title to any part, share, interest, fund, premium or asset of the Authority.

19  
20 **ARTICLE 21**

21 **GOVERNING LAW**

22 The County Members agree that for the purposes of venue, performance under this Agreement is to  
23 be in Fresno County, California. The rights and obligations of the County Members and all interpretation and  
24 performance of this Agreement shall be governed in all respects by the laws of the State of California.

25  
26 **ARTICLE 22**

27 **SEVERABILITY**

28 In the event any provisions of this Agreement are held by a court of competent jurisdiction to be

1 invalid, void, or unenforceable, the County Members will use their best efforts to meet and confer to  
2 determine how to mutually amend such provisions with valid and enforceable provisions, and the remaining  
3 provisions of this Agreement will nevertheless continue in full force and effect without being impaired or  
4 invalidated in any way.

5  
6 **ARTICLE 23**

7 **AGREEMENT COMPLETE**

8 This Agreement constitutes the entire agreement between the County Members with respect to the  
9 subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments,  
10 writings, advertisements, publications, and understandings of any nature whatsoever unless expressly  
11 included in this Agreement. This Agreement may be executed in one or more original counterparts, all of  
12 which together will constitute one and the same agreement.

13  
14 **ARTICLE 24**

15 **FILING WITH SECRETARY OF STATE**

16 The President of the Board of Directors of the Authority shall file a notice of this Agreement with the  
17 Office of California Secretary of State within 30 days of its effective date, as required by Government Code  
18 Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

19  
20 **ARTICLE 25**

21 **DISPUTE RESOLUTION**

22 Any controversy or dispute between or among the Parties arising out of this Agreement shall be  
23 submitted to mediation. The mediator will be selected by mutual agreement. If the matter cannot be  
24 resolved through mediation or if the Parties cannot agree upon a mediator the matter shall be submitted to  
25 arbitration and such arbitration shall comply with and be governed by the provisions of the California  
26 Arbitration Act, of the California Code of Civil Procedure.

27 IN WITNESS WHEREOF, the COUNTY OF FRESNO, the COUNTY OF KINGS, the COUNTY OF  
28 MADERA, the COUNTY OF MERCED and the COUNTY OF TULARE, have executed this Joint Exercise of

1 Powers Agreement Creating the SAN JOAQUIN VALLEY WATER INFRASTRUCTURE AUTHORITY as of  
2 the day and year first hereinabove written.

3 **COUNTY OF FRESNO**

**COUNTY OF TULARE**

4  
5 \_\_\_\_\_  
Deborah A. Poochigian  
Chairman, Board of Supervisors

\_\_\_\_\_ Chairman, Board of Supervisors

6 BERNICE E. SEIDEL, Clerk Board of Supervisors

\_\_\_\_\_, Clerk of the Board/  
County Administrative Officer

7  
8 By: \_\_\_\_\_

By: \_\_\_\_\_

9 \_\_\_\_\_  
John Navarrette, County Administrative Officer  
County of Fresno

\_\_\_\_\_ Jean Rousseau, County Administrative Officer  
County of Tulare

10 **APPROVED AS TO LEGAL FORM**

**APPROVED AS TO LEGAL FORM**

11  
12 \_\_\_\_\_  
Daniel C. Cederborg, County Counsel  
For County of Fresno

\_\_\_\_\_ Kathleen Bales-Lange, County Counsel  
For County of Tulare

13 **APPROVED AS TO ACCOUNTING FORM**

14  
15 \_\_\_\_\_  
Vicki Crow, Auditor-Controller/Treasure-Tax  
Collector, County of Fresno

16 **COUNTY OF KINGS**

**COUNTY OF MERCED**

17  
18 \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_ Chairman, Board of Supervisors

19 \_\_\_\_\_, Clerk of the Board/  
County Administrative Officer

\_\_\_\_\_ Clerk of the Board/  
County Administrative Officer

20  
21 By: \_\_\_\_\_

By: \_\_\_\_\_  
**REVIEWED & RECOMMENDED  
FOR APPROVAL**

22  
23 \_\_\_\_\_  
Larry Spikes, County Administrative Officer  
County of Kings

\_\_\_\_\_ James L. Brown, County Administrative Officer  
County of Merced

24 **APPROVED AS TO LEGAL FORM**

**APPROVED AS TO LEGAL FORM**

25  
26 \_\_\_\_\_  
Colleen J. Carlson, County Counsel  
For County of Kings

\_\_\_\_\_ James N. Fincher, County Counsel  
For County of Merced

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**COUNTY OF MADERA**

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David Rogers  
Chairman, Board of Supervisors

TANNA G. BOYD, Clerk of the Board

By: \_\_\_\_\_  
**REVIEWED & RECOMMENDED  
FOR APPROVAL**

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Eric Fleming, County Administrative Officer  
County of Madera

**APPROVED AS TO LEGAL FORM**

---

Regina A. Garza, County Counsel  
For County of Madera



# COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (539) 852-2362  
Catherine Venturella, Clerk of the Board of Supervisors

## AGENDA ITEM November 3, 2015

**SUBMITTED BY:** Administration – Larry Spikes

**SUBJECT:** RESOLUTION TO ADOPT COMPREHENSIVE HIPAA POLICIES, APPOINT  
PRIVACY OFFICERS, AND DISBAND THE STANDING HIPAA COMMITTEE

**SUMMARY:**

**Overview:**

In 2003, the County adopted its Health Insurance Portability and Accountability Act (HIPAA) privacy policy and procedures. In 2006, the County updated its privacy policy and adopted a security policy, created the Standing HIPAA Committee, and appointed the HIPAA Privacy, Security and Complaints officers. These 2006 policies need an update due to changes in the law and changes in the County's delivery of services.

**Recommendation:** Adopt the Resolution to Adopt Comprehensive HIPAA Policies, Appoint Privacy Officers, and Disband the Standing HIPAA Committee.

**Fiscal Impact:** None

**Advisory Board Statement:**

On September 25, 2015, the Standing HIPAA Committee unanimously approved the proposed Comprehensive HIPAA Policies for adoption by the Board of Supervisors.

**BACKGROUND:**

In 1996, the Health Insurance Portability and Accountability Act (HIPAA) was passed by Congress to address maintaining the privacy of an individual's health information as used and maintained by health services providers. In 2003, the County adopted its privacy policy and procedures. This policy was applicable to the Public Health Department, the County's only health services provider. In 2006, the

(Cont'd)

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **RESOLUTION TO ADOPT COMPREHENSIVE HIPAA POLICIES, APPOINT PRIVACY OFFICERS, AND DISBAND THE STANDING HIPAA COMMITTEE**

**November 3, 2015**

**Page 2 of 2**

County updated its privacy policy and adopted a security policy in keeping with the changes made to HIPAA, created the Standing HIPAA Committee, and appointed the HIPAA Privacy, Security and Complaints officers.

Since then, HIPAA regulations have been updated and the County's delivery of services has changed. The Behavioral Health Department provides health services and health services are provided by a contractor in both the jail and juvenile hall. Also, due to the increased number of affected departments, a single Privacy Officer will not have the necessary authority over the other departments to enforce policy.

The County's Standing HIPAA Committee, which is subject to the Brown Act, has been meeting for nine months putting together the proposed HIPAA policy which addresses these issues and more. First, the 2006 Privacy and Security policies are joined together in a single, comprehensive, countywide policy. Second, the proposed policy provides general guidance which can be customized through implementation by the affected departments. Third, it provides that each affected department have a Privacy officer and that they, the County Security officer, and County Counsel will work in concert to achieve consistent and integrated compliance with HIPAA.

Now that the Standing HIPAA Committee has accomplished its goal, the work ahead requires a cooperative approach among the departments to share information, concerns, forms, policies, and assessment tools in implementing the County HIPAA policy. This work is not well suited to the Brown Act's prohibition on discussion by Committee members outside a public meeting. Also, this departmental group will have the flexibility to address issues of confidentiality for departments and programs not subject to HIPAA but which have to comply with California's myriad of confidentiality statutes and regulations.

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

\*\*\*\*\*

IN THE MATTER OF ADOPTING  
COMPREHENSIVE HIPAA POLICIES,  
APPOINTING HIPAA PRIVACY OFFICERS,  
AND DISBANDING THE KINGS COUNTY  
STANDING HIPAA COMMITTEE /

RESOLUTION NO. \_\_\_\_\_

WHEREAS, by adoption of Resolution No. 03-045 on April 8, 2003, the Kings County Board of Supervisors established privacy policies to ensure the protection of health information created, obtained, or maintained by the County as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations; and

WHEREAS, by adoption of Resolution No. 06-052 on July 11, 2006, the Board amended the County's privacy policies, established security policies, and appointed Privacy, Security and Complaint Officers as required by HIPAA and its implementing regulations; and

WHEREAS, the 2006 privacy and security policies need an update due to changes in the law, an increased number of departments which must comply with HIPAA, and the need for privacy officers for each department; and

WHEREAS, by adoption of Resolution No. 06-053 on July 11, 2006, the Board created the Standing HIPAA Committee, subject to the Brown Act, to ensure the County's compliance with HIPAA and oversee the creation of the County's policies; and

WHEREAS, the continued existence of the Committee is no longer necessary as the County's HIPAA policies have been updated and the County will be better served by department level meetings to ensure coordinated and efficient implementation of the policies and to address other confidentiality issues.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The County of Kings Comprehensive Health Information Portability and Accountability Act (HIPAA) Policies are hereby adopted.
2. Resolution No. 06-053 is hereby amended to read:

5. The Director of Public Health is hereby appointed the Privacy officer for the Public Health Department. The Director of Behavioral Health is hereby appointed the Privacy officer for the Behavioral Health Department. The Sheriff is hereby appointed the Privacy officer for the Sheriff's Department. The Chief Probation Officer is hereby appointed the Privacy officer for the Probation Department. The Risk Manager is hereby appointed the Privacy officer for County Administration.

3. The Standing HIPAA Committee is hereby disbanded.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Clerk to the Board of Supervisors

**THE COUNTY OF KINGS**  
**COMPREHENSIVE HEALTH INFORMATION PORTABILITY AND**  
**ACCOUNTABILITY ACT (HIPAA) POLICIES**

These Policies implement the County's obligations to protect the privacy and security of individually identifiable Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that we create, receive, or maintain under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations at 45 Code of Federal Regulations Parts 160, 162, and 164. The County has been designated a hybrid covered entity with the Public Health Department, Behavioral Health Department, Sheriff's Department, Probation Department, and County Administration as the covered components for purposes of HIPAA compliance. The County implements these Policies as a matter of sound business practice, to protect the interests of its citizens, and to fulfill its legal obligations under HIPAA, its implementing regulations, and other state statutes and regulations.

For questions about the use, disclosure, or security of PHI or about obligations under federal law, state law or these Policies, consult the County's HIPAA Privacy Officers at:

Public Health Department: 330 Campus Dr., Hanford, CA 93230, (559) 582-2625

Behavioral Health Department: 450 Kings County Dr., Suite 104. Hanford, CA 93230,  
(559) 852-2444

Sheriff's Department: 1444 W. Lacey Blvd., Hanford, CA 93230, (559) 584-1431 x2790

Probation Department: 1424 Forum Dr., Hanford, CA 93230, (559) 852-2850

Administration: 1400 West Lacey Blvd., Hanford, CA 93230, (559) 852-2375

For questions about the security of EPHI or about obligations under federal law, state law or these Policies, consult the County's HIPAA Security Officer at:

Information Technology Department: 1400 West Lacey Blvd., Hanford, CA 93230, (559)  
852-2800

To report a violation of these Policies, contact the County's HIPAA Complaint Officer at:

County Administration: 1400 West Lacey Blvd., Hanford, CA 93230, (559) 582-2375.

Adopted: Kings County Board of Supervisors  
Effective: October 20, 2015

**I. GENERAL POLICIES**

**A. ASSIGNMENT OF OFFICERS:** The following Officer assignments and duties are created.

Privacy Officers. Each department containing covered components shall have a Privacy Officer. The Privacy Officers shall develop, maintain, implement, and oversee full compliance with these Policies and applicable state and federal law regarding the use and disclosure of PHI in their respective departments. They shall coordinate efforts with each other, County Counsel, and the Security Officer. They shall ensure that their departments create, maintain, and update department-specific policies implementing these Policies including, but not limited to, emergency protocols and contingency plans to mitigate, to the extent possible, any deleterious effect of improper use or disclosure of PHI by the workforce or by business associates in violation of these Policies or other applicable federal or state privacy law.

Security Officer. The Security Officer shall develop, maintain, implement, and oversee full compliance with these Policies and applicable state and federal law regarding the confidentiality, integrity, and availability of EPHI in his department and throughout the covered components within the County. He shall coordinate efforts with the Privacy Officers and County Counsel. He shall ensure that his department creates, maintains, and updates department-specific policies implementing these Policies.

Complaint Officer. The Complaint Officer shall receive, investigate and process complaints regarding violations of these Policies and applicable state and federal law.

Designees. Officers may delegate specific duties and responsibilities to designees with the documented concurrence of County Counsel.

**B. COVERED COMPONENTS:**

**1. Direct Service Providers:**

**Public Health Department:**

- Targeted Case Management
- Medical Therapy Unit
- Child Health and Disability Program
- Children and Adult Immunization Services
- TB Control
- STD Control
- Communicable Disease Services
- HIV/AIDS Services
- Foster Care Program
- Public Health Laboratory

**Behavioral Health Department:**

Case Management  
Linkages  
Psycho-Educational Group  
Crisis  
Child/Individual and Family Counseling  
Assessments  
Hospitalization  
Substance Use Disorders Treatment and Prevention  
Behavioral Health Prevention  
Supportive Housing Programs  
Specialty Clinical Services

**Sheriff's Department:**

Jail Medical

**Probation Department:**

Juvenile Hall Medical

**2. Health Plan:**

**Public Health Department:**

California Children's Services (CCS)  
County Medically Indigent Services Program (CMISP)

**Behavioral Health Department:**

Kings View Counseling Services-Kings County  
Family Builders

**County Administration:**

Kings County Employee Health Plan

**3. Indirect Services supporting Plan/Provider: (no direct client contact)**

Public Health Department, Division of Administration  
Public Health Department, Fiscal Services  
Behavioral Health Administration  
Sheriff's Department Administration  
Probation Department Administration  
County Administration  
Department of Information Technology

**C. DEPARTMENT-SPECIFIC POLICIES REQUIRED:** Each department containing covered components shall implement these Policies through department-specific policies and procedures which shall be continually updated to comply with changes in law, best practices, new or updated technologies in use by the department or covered components, and changes in the delivery of services. All new and revised policies and procedures shall be submitted to County Counsel for approval and ongoing evaluation.

**D. NO USE OR DISCLOSURE OF PHI:** No person's PHI may be used or disclosed without that person's prior written authorization except as these Policies permit.

**E. DISCLOSURE OF ONLY MINIMUM NECESSARY:** When authorized to disclose PHI, the disclosure shall be limited to minimum amount of PHI necessary under the circumstances.

**F. NO WAIVERS:** No person accessing County services will be required to waive any right under these Policies or under applicable federal or state law as a condition to obtaining treatment, payment, enrollment, or benefits eligibility.

**G. TRAINING:** All workforce members working in or working with covered components shall receive HIPAA training as necessary and appropriate for them to carry out their job functions.

**H. ANNUAL AUDITS, RISK ASSESSMENTS AND PERIODIC EVALUATIONS:**

**1. Annual Audits:** All covered components' facilities, equipment, systems and workforce members shall be audited by the department Privacy Officer and the Security Officer on an annual basis for compliance with these Policies, department-specific policies, and federal and state law. These comprehensive audits shall 1) determine if security controls are correctly implemented, and, as implemented, are effective in their application, 2) ensure compliance with these Policies, department-specific policies and procedures, and applicable federal and state law. The results of the audit shall be reported to County Counsel, the department Privacy Officer, and the Security Officer.

**2. Risk Assessments:** The department Privacy Officer, the Security Officer and County Counsel shall monitor the effectiveness of the County's ability to secure PHI/E PHI by conducting a risk assessment when: 1) new federal or state laws and regulations are passed that may affect these Policies and department-specific policies and procedures, 2) new technology is implemented that either contains E PHI or is used to protect E PHI, 3) new facilities or newly-leased facilities that maintain or house PHI/E PHI are designed, 4) existing facilities that maintain or house PHI/E PHI are being remodeled or the design layout is being altered, 5) new programs, functions, or departments are added that affect the security of PHI/E PHI; 6) security breaches are identified; or 7) changes in service delivery or business processes are made. Security measures sufficient to reduce risks and vulnerabilities to a reasonable level shall be documented and implemented.

**3. Periodic Evaluations:** The department Privacy Officer and the Security Officer shall conduct unannounced evaluations of security controls periodically to determine the extent to which controls are implemented correctly, operating as intended, and producing the desired outcome. These evaluations may include, but are not limited to: 1) facility security, 2) workstation security, and 3) tests of physical, technical, and administrative controls. The results of the

evaluation shall be reported to County Counsel, the department Privacy Officer, and the Security Officer.

**4. Changes to Policies:** If any audit, assessment or evaluation results in a recommendation that these Policies or department-specific policies and procedures require changes, County Counsel shall draft or review proposed changes. If necessary, County Counsel shall update the workforce training materials in cooperation with the Privacy Officers and the Security Officer.

**I. REPORTING LOST DATA:** If EPHI is lost, workforce members shall contact his or her manager/supervisor, the department Privacy Officer and the Security Officer within one business day upon awareness that EPHI is lost.

**J. REPORTING SECURITY INCIDENTS:** Any workforce member who knows or suspects that the security of PHI/EPHI is threatened must report this to the Complaint Officer or County Counsel. The Complaint Officer in conjunction with County Counsel and the department Privacy Officer will promptly investigate any such allegations and take appropriate action to prevent or mitigate any deleterious effects.

**K. DISCIPLINE:** Violations of these Policies and/or department-specific policies are subject to discipline pursuant to the County personnel rules.

**L. RETALIATION:** No workforce member may intimidate, threaten, coerce, discriminate, or retaliate against an individual who reports a security threat, files a complaint; or assists in an investigation, compliance review, proceeding, or hearing relating to these Policies and/or any department-specific policies.

## **II. SECURITY RULE.**

**A. SECURITY RULE ORGANIZATION:** Each security measure of the Security Rule can be categorized as being an administrative, physical, or technical safeguard. Each safeguard can also be categorized as being either a standard or an implementation specification. An implementation specification is a more detailed description of the method or approach covered components can use to meet a particular standard.

### **1. Safeguards:**

Administrative Safeguards are the foundation for the Security Rule. They consist of policies and procedures to manage the selection, development, implementation, and maintenance of security measures to protect EPHI and to manage the conduct of the workforce.

Physical Safeguards support limitations to restricted spaces and equipment. They consist of security measures that protect the County's electronic

information systems, facilities, and equipment from hazards and unauthorized intrusion.

Technical Safeguards apply controls specifically to the actual hardware, software, and networks of the County's information systems. They consist of technology, and the policy and procedures for its use to protect and control access to EPHI.

**2. Implementation Specifications:** Each safeguard has specific implementation specifications that are either required or addressable. If an implementation specification is described as required, the specification shall be implemented. If it is addressable, the departments containing the covered component shall assess whether the specification is a reasonable and appropriate safeguard in its environment.

**3. Safeguards Included in the Security Rule:** The following tables provide a quick reference of the standards and implementation specifications of the Security Rule categorized by administrative, physical, or technical safeguards.

Administrative Safeguards

HIPAA Standards	45 CFR Sections	Implementation Specifications	
		R =Required, A=Addressable	
Security Management Process	164.308(a)(1)	Risk Analysis	R
		Risk Management	R
		Sanction Policy	R
		Information System Activity Review	R
Assigned Security Responsibility	164.308(a)(2)		R
Workforce Security	164.308(a)(3)	Authorization and/or Supervision	A
		Workforce Clearance Procedures	A
		Termination Procedures	A
Information Access Management	164.308(a)(4)	Isolating Clearinghouse Function	R
		Access Authorization	A
		Access Establishment and Modification	A
Security Awareness Training	164.308(a)(5)	Security Reminders	A
		Protection from Malicious Software	A
		Log-In Monitoring	A
		Password Management	A
Security Incident Procedures	164.308(a)(6)	Response and Reporting	R

Contingency Plan	164.308(a)(7)	Data Backup Plan	R
		Disaster Recovery Plan	R
		Emergency Mode Operation Plan	R
		Testing and Revision Procedure	A
		Applications and Data Criticality Analysis	A
Evaluation	164.308(a)(8)		R
Business Associate Contracts & Other Arrangements	164.308(b)(1)	Written Contract or Other Arrangement	R

Physical Safeguards

Standards	Sections	Implementation Specifications R =Required, A=Addressable	
Facility Access Controls	164.310(a)(1)	Contingency Operations	A
		Facility Security Plan	A
		Access Control and Validation Procedures	A
		Maintenance Records	A
Workstation Use	164.310(b)		R
Workstation Security	164.310(c)		R
Device and Media Controls	164.310(d)(1)	Disposal	R
		Media Re-use	R
		Accountability	A
		Data Backup and Storage	A

Technical Safeguards

Standards	Sections	Implementation Specifications R =Required, A=Addressable	
Access Control	164.312(a)(1)	Unique User Identification	R
		Emergency Access Procedures	R
		Automatic Logoff	A
		Encryption and Decryption	A
Audit Controls	164.312(b)		R
Integrity	164.312(c)(1)	Mechanism to Authenticate EPHI	A
Person or Entity Authentication	164.312(d)		R
Transmission Security	164.312(e)(1)	Integrity Controls	A
		Encryption	A

### III. PERMITTED USES AND DISCLOSURES OF PHI WITHOUT AUTHORIZATION.

**A. Individual or Personal Representative:** Workforce members may disclose PHI to the individual who is the subject of the PHI and to that individual's personal representative to the extent that the PHI is relevant to the scope of that representation. No disclosure may be made, even with authorization, when to do so would violate law.

Individuals have the right to amend their PHI and other records for as long as the County maintains them subject to certain limitations: Workforce members may decline to amend PHI or other record if (1) the County did not create the information (unless the individual provides a reasonable basis to believe the originator is no longer available to act on the request); (2) the information is not part of covered components' designated record set; (3) the information is excepted from the right of access; or (4) the information is accurate and complete.

**B. County Treatment, Payment, and Health Care Operations:** Any use or disclosure shall be limited to only those workforce members assigned to covered components and those agencies that provide support services to the covered components necessary to carry out treatment, payment, and health care operations.

**C. Another Covered Entity's or Health Care Provider's Treatment Activities:** Any use or disclosure shall be limited to only for the treatment activities of another covered entity or any health care provider if that provider has established a direct treatment relationship with the individual.

**D. Another Covered Entity's or Health Care Provider's Payment Activities:** Any use or disclosure shall be limited to only for the payment activities of another covered entity or any health care provider if that provider has established a direct treatment relationship with the individual.

**E. Another Covered Entity's Health Care Operations:** Any use or disclosure shall be limited to only for the health care operations of another covered entity to the extent that the PHI pertains to the relationship that the County and the other covered entity has or has had with the individual and the disclosure pertains to: (1) conducting quality assessment and improvement activities, (2) reviewing the competence or qualifications of the health care professionals, or (3) reviews or audits to detect fraud or abuse.

**F. Exceptions to Authorization Requirement:** Any use or disclosure shall be limited to only the following circumstances:

1. When required by Federal or State officials to investigate compliance with the requirements of HIPAA;
2. To a business associate with a business associate agreement in place;
3. To the extent required by law and the use or disclosure is limited to the relevant requirements of such a law; and

4. When the PHI has been de-identified.

#### IV. USE AND ACCESS TO EQUIPMENT AND FACILITIES.

**A. COMPUTER USE:** Access to the computing network, applications, workstations, and to areas where EPHI is accessible must be authorized by the department Privacy Officer and the Security Officer. Only workforce members who require access to EPHI for work-related activities shall be granted access and, when work activities no longer require access, authorization shall be promptly terminated. The list of workforce members with the ability to access PHI shall be routinely reviewed and updated.

EPHI shall not be stored at individual workstation computers. Access to all computers shall be closely monitored and computers shall be locked when unattended. Workforce members shall report potential threats to the integrity and confidentiality of data contained in the system to their manager/supervisor.

**B. PORTABLE DEVICE AND MEDIA USE:** The Computer Policy shall also apply to all portable devices. In addition, no EPHI may be, for any purpose, downloaded, maintained, or transmitted on a portable computer/tablet/smart phone or portable media unless the workforce member's manager/supervisor determines that it is absolutely necessary for the performance of the assignment and with the written authorization of the department Privacy Officer and the Security Officer. Workforce members assigned to a covered component must immediately report lost, damaged, malfunctioning, or stolen equipment or any breach of security or confidentiality to his or her manager/supervisor.

**C. PASSWORDS:** The IT Department shall employ industry standard authentication protocols for the protection of EPHI. Workforce members assigned to a covered component shall follow all directives of the Security Officer and the IT Department regarding passwords.

**D. TRANSMISSION USE:** The IT Department shall employ proven, standard algorithms as the basis for encryption technologies to guard against unauthorized access to, or modification of, EPHI that is being transmitted over an electronic communications network. When EPHI is transmitted from one point to another, it shall be protected in a manner commensurate with the associated risk and as required by law.

E-mail: All e-mail containing PHI will start with a confidentiality statement. Workforce members assigned to a covered component may not forward PHI to any party outside the County's e-mail system without the prior approval of his or her manager/supervisor.

Faxes: The cover page accompanying all fax transmissions must include a confidentiality statement. Workforce members assigned to covered

components may not send by fax certain confidential information, including, but not limited to, AIDS/HIV, mental health and developmental disability, alcohol and drug abuse, and other sexually transmissible disease information without the express authorization of his or her manager/supervisor. Workforce members assigned to covered components must report any misdirected faxes to his or her manager/supervisor.

**E. FACILITY ACCESS:** To safeguard facilities and equipment from unauthorized physical access, tampering, and theft, each facility shall have a security plan approved by the department Privacy Officer and the Security Officer. The plans shall include but not be limited to addressing: controlling visitor access, securing network closets and server rooms, locking mechanisms for doors, and controlling keys/tokens/fobs.

Repairs or modifications to each facility where EPHI can be accessed shall be logged and tracked. These repairs are tracked centrally by the Public Works Department or, for non-County owned buildings, by the Department. The facility log shall include events that are related to security, including but not limited to, repairs or modifications of hardware, walls, doors, and locks. All security-related repairs shall be reported to the department Privacy Officer and Security Officer.

## DEFINITIONS

**Business Associate** – A person or entity that performs certain functions that involve the use or disclosure of protected health information but is not a covered entity.

**Covered Components** – Agencies that are a part of a hybrid entity. A covered component carries on both functions that are covered under HIPAA and functions that are not.

**Covered Entity** – A health plan, health care clearinghouse or health care provider.

**De-identified Health Information** – PHI that does not identify the individual to whom the records pertain.

**Disclosure** – Release, transfer, providing access to, or divulging information outside the entity holding the information.

**Emancipated Minor** - A person younger than age 18, who has engaged in a specific act that allows them to be treated as an adult is emancipated. A minor becomes emancipated when he or she marries (even if later divorced, separated or widowed), is in active duty in the armed forces, or petitions a court for an order of emancipation.

**Health Care Provider** – Provider of medical or health services who electronically bill for services.

**Health Plan** – Individual or groups that provide or pay for the cost of medical care.

**Hybrid Entity** – An entity whose business activities include covered and noncovered entities.

**In Loco Parentis** – Acting as a temporary guardian of a child.

**Minimum Necessary** – The limitation on the amount of PHI accessed, used or disclosed to that which is necessary to accomplish the intended purpose of the use or disclosure.

**Personal Representative** - A personal representative is (1) a person who has legal authority to consent to medical treatment on behalf of an adult or emancipated minor, (2) a parent, guardian or other person acting *in loco parentis* with legal authority to consent to medical treatment and has consented to the medical treatment on behalf of an unemancipated minor, or (3) a person with legal authority to act on behalf of a decedent or the decedent's estate.

**Protected Health Information (PHI)** – Health information which identifies the individual that is the subject of the health information, is maintained in any form, and includes information on medical, dental, vision and mental health services.

**Required by Law** – Mandate contained in law that compels a covered entity to make a use or disclosure of PHI. This includes warrants, court orders, subpoenas, and summons arising out of administrative or judicial proceedings.

**Use** – The sharing, employment, application, utilization, examination or analysis of PHI.

**Workforce members** – County officers and employees, whether full or part-time, as well as students, trainees and volunteers.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM

November 3, 2015

**SUBMITTED BY:** Administration – Larry Spikes

**SUBJECT:** Appointments to the Kings County Museum Advisory Committee

**SUMMARY:**

**Overview:**

The Maddy Local Appointive List Act of 1975, states that whenever vacancies occur in any board, commission, or committee for which the legislative body has the appointing power, a vacancy notice shall be posted in the office of the clerk of the local agency and the local library. The legislative body shall not make final appointment to the board or commission for at least 10 working days after the posting of the notice as required, and the 10 day waiting requirement was met on January 10, 2015. The local appointment listing was posted at the County Government Center and the Hanford Library on December 23, 2014 and the Hanford Sentinel received a copy as a courtesy.

**Recommendation:**

**Pursuant to Board policy, the Administrative Office makes no recommendations on commission and advisory board appointments.**

**Fiscal Impact:**

None.

**Advisory Board Statement:**

**The Committee coordinator recommends Sue Hensel for appointment.**

**BACKGROUND:**

**KINGS COUNTY MUSEUM ADVISORY COMMITTEE:**

One vacancy currently exists on this Committee: The term of office are for two years, unless filling an unexpired term. The appointment of the member today would fill a term expiring December 31, 2017.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed  
and adopted on \_\_\_\_\_ 2015.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

**AGENDA ITEM**

**November 3, 2015**

**Appointments to the Kings County Museum Advisory Committee**

**Page 2 of 2**

**Criteria for appointment: Applicants must meet specific representation of the position in which the vacancy exists.**

**Criteria for appointment: The commission shall be comprised of five (5) members who are residents of Kings County at least 18 years of age and interested in the preservation of the history of Kings County, and shall be appointed at large by the Board of Supervisors**

*The purpose of this committee is to assist and advise the Board of Supervisors and appropriate County departments in the administration and management of the Kings County Museum in the following matters:*

- a. Procedures for the upkeep, cataloging and maintenance of the museum, exhibits and artifacts.*
- b. Personnel and financing matters for the effective organization and management of the museum.*
- c. Performing functions under Public Resources Code sections 5120, et seq.*
- d. Other appropriate matters relating to the museum.*

**Applicant:**

**Sue Hensel – Member at large**



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 3, 2015

**SUBMITTED BY:** Administration – Larry Spikes  
**SUBJECT:** KINGS COUNTY DISPLAY IN THE STATE CAPITOL BUILDING

**SUMMARY:**

**Overview:**

Every County in California has a display on the first floor of the State Capitol that exhibits unique qualities. Kings County's display has not been modified or completely overhauled for several years now. CSAC representatives recently approached all counties to consider updating their respective displays. An organized group of Corcoran High School students have expressed an interest in taking on this project and would like to discuss it with your Board.

**Recommendation:**  
**Information Only**

**Fiscal Impact:**  
**Unknown**

**BACKGROUND:**

Corcoran High School students will be in attendance at the November 3, 2015 Board meeting and would like to discuss the update of the County's Capitol display with your Board.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

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 November 3, 2015

**SUBMITTED BY:** California Public Finance Authority – Program Administrator – Caitlin Lanctot

**SUBJECT:** TAX-EXEMPT FINANCING BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY (“CALPFA”); CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBLILTY ACT (“TEFRA”) PUBLIC HEARING ON NOVEMBER 3, 2015 REGARDING ISSUANCE OF UP TO \$5,000,000 OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF THE PACIFIC RIM APARTMENTS.

### **SUMMARY:**

#### **Overview:**

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986.

#### **Recommendation:**

**Approve.** It is recommended that, after holding the public hearing, your board adopt the resolution approving the tax-exempt financing and the issuance of the obligations by CalPFA for the Pacific Rim Preservation, LP, and authorize the Clerk of the Board to sign the resolution.

#### **Fiscal Impact:**

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The County of Kings is in no way obligated on the obligations.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

[Subject]

[Date]

Page 2 of 2

### **BACKGROUND:**

Pacific Rim Apartments is an existing 40 unit senior housing complex located in Inglewood, California (the "Project"). Pacific Rim Preservation, LP (the "Borrower") has requested that CalPFA issue multifamily housing revenue bonds in an amount not to exceed \$5,000,000 to pay for the acquisition, rehabilitation, improvement and equipping of the Project.

The Board has been asked to conduct the public hearing on November 3, 2015, and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the Borrower. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The Borrower must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the Borrower.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

The California Public Finance Authority (CalPFA) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure and improve the overall quality of life in local communities.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

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

\* \* \* \* \*

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF PACIFIC RIM APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO / RESOLUTION NO. \_\_\_\_\_

WHEREAS, Pacific Rim Preservation, LP, a California limited partnership, has requested that the California Public Finance Authority (the "Authority") participate in the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$5,000,000 (the "Bonds") for the acquisition, rehabilitation, improvement and equipping of a 40-unit senior multifamily rental housing project located at 230 S. Grevillea Avenue, Inglewood, California, generally known as Pacific Rim Apartments (the "Project") and operated by Monfric Inc.; and

WHEREAS, the Project is located within the City of Inglewood; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the "County") and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the 3<sup>rd</sup> day of November, 2015, 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 \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Clerk of said Board of Supervisors

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that, at 11:00 a.m., or as soon thereafter as the matter can be heard, on Tuesday, November 3, 2015, at 1400 W. Lacey Boulevard, Hanford, California, the Board of Supervisors of the County of Kings (the "County") will conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority of multifamily housing revenue bonds in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$5,000,000 in outstanding aggregate principal amount, to finance the acquisition and rehabilitation of a 40-unit senior multifamily rental housing project located at 230 S. Grevillea Avenue, Inglewood, California. The facilities are to be owned by Pacific Rim Preservation, LP (the "Borrower") or related entities, operated by Monfric Inc., and are generally known as Pacific Rim Apartments (the "Project").

Those wishing to comment on the proposed financing and the nature and location of the Project may either appear in person at the time and place indicated above or submit written comments, which must be received no later than 4:00 pm on Monday, November 2, 2015, to the Clerk of the Board at 1400 W. Lacey Boulevard, Hanford, California 93230.

Dated: October 20, 2015

COUNTY OF KINGS

By:           /s/ Catherine Venturella            
Clerk of the Board



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM  
November 3, 2015

**SUBMITTED BY:** California Public Finance Authority – Program Administrator – Caitlin Lanctot

**SUBJECT:** TAX-EXEMPT FINANCING BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY (“CALPFA”); CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBLILTY ACT (“TEFRA”) PUBLIC HEARING ON NOVEMBER 3, 2015 REGARDING ISSUANCE OF UP TO \$8,000,000 OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF E. BOYD ESTERS MANOR.

**SUMMARY:**

**Overview:**

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986.

**Recommendation:**

**Approve.** It is recommended that, after holding the public hearing, your board adopt the resolution approving the tax-exempt financing and the issuance of the obligations by CalPFA for the E. Boyd Esters Manor Preservation, LP, and authorize the Clerk of the Board to sign the resolution.

**Fiscal Impact:**

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The County of Kings is in no way obligated on the obligations.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

**[Subject]**

**[Date]**

**Page 2 of 2**

### **BACKGROUND:**

E. Boyd Esters Manor is an existing 50 unit senior housing complex located in Compton, California (the "Project"). E. Boyd Esters Manor Preservation, LP (the "Borrower") has requested that CalPFA issue multifamily housing revenue bonds in an amount not to exceed \$8,000,000 to pay for the acquisition, rehabilitation, improvement and equipping of the Project.

The Board has been asked to conduct the public hearing on November 3, 2015, and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the Borrower. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The Borrower must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the Borrower.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

The California Public Finance Authority (CalPFA) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure and improve the overall quality of life in local communities.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

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

\* \* \* \* \*

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF E. BOYD ESTERS MANOR AND CERTAIN OTHER MATTERS RELATING THERETO \_\_\_\_\_ / RESOLUTION NO. \_\_\_\_\_

WHEREAS, E. Boyd Esters Manor Preservation, LP, a California limited partnership (the "Borrower"), has requested that the California Public Finance Authority (the "Authority") participate in the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$8,000,000 (the "Bonds") for the acquisition, rehabilitation, improvement and equipping of a 50-unit senior multifamily rental housing project located at 1101 North Central Avenue, Compton, California, generally known as E. Boyd Esters Manor (the "Project") and operated by Monfric Inc.; and

WHEREAS, the Project is located within the City of Compton; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the "County") and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the 3<sup>rd</sup> day of November, 2015, 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 \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Clerk of said Board of Supervisors

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that, at 11:00 a.m., or as soon thereafter as the matter can be heard, on Tuesday, November 3, 2015, at 1400 W. Lacey Boulevard, Hanford, California, the Board of Supervisors of the County of Kings (the "County") will conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority of multifamily housing revenue bonds in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$8,000,000 in outstanding aggregate principal amount, to finance the acquisition and rehabilitation of a 50-unit senior multifamily rental housing project located at 1101 North Central Avenue, Compton, California. The facilities are to be owned by E. Boyd Esters Manor Preservation, LP (the "Borrower") or related entities, operated by Monfric Inc., and are generally known as E. Boyd Esters Manor (the "Project").

Those wishing to comment on the proposed financing and the nature and location of the Project may either appear in person at the time and place indicated above or submit written comments, which must be received no later than 4:00 pm on Monday, November 2, 2015, to the Clerk of the Board at 1400 W. Lacey Boulevard, Hanford, California 93230.

Dated: October 20, 2015

COUNTY OF KINGS

By: /s/ Catherine Venturella  
Clerk of the Board



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 3, 2015

**SUBMITTED BY:** California Public Finance Authority – Program Administrator – Caitlin Lanctot

**SUBJECT:** TAX-EXEMPT FINANCING BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY (“CALPFA”); CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING ON NOVEMBER 3, 2015 REGARDING ISSUANCE OF UP TO \$5,000,000 OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF THE MAPLE PARK APARTMENTS.

### **SUMMARY:**

#### **Overview:**

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986.

#### **Recommendation:**

Approve. It is recommended that, after holding the public hearing, your board adopt the resolution approving the tax-exempt financing and the issuance of the obligations by CalPFA for the Maple Park Apartments Preservation, LP, and authorize the Clerk of the Board to sign the resolution.

#### **Fiscal Impact:**

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The County of Kings is in no way obligated on the obligations.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2015.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

[Subject]

[Date]

Page 2 of 2

### **BACKGROUND:**

Maple Park Apartments is an existing 25 unit senior housing complex located in Glendale, California (the "Project"). Maple Park Apartments Preservation, LP (the "Borrower") has requested that CalPFA issue multifamily housing revenue bonds in an amount not to exceed \$5,000,000 to pay for the acquisition, rehabilitation, improvement and equipping of the Project.

The Board has been asked to conduct the public hearing on November 3, 2015, and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the Borrower. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The Borrower must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the Borrower.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

The California Public Finance Authority (CalPFA) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure and improve the overall quality of life in local communities.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

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

\* \* \* \* \*

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF MAPLE PARK APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO \_\_\_\_\_ / RESOLUTION NO. \_\_\_\_\_

WHEREAS, Maple Park Apartments Preservation, LP, a California limited partnership (the "Borrower"), has requested that the California Public Finance Authority (the "Authority") participate in the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$5,000,000 (the "Bonds") for the acquisition, rehabilitation, improvement and equipping of a 25-unit senior multifamily rental housing project located at 711 E. Maple Street, Glendale, California, generally known as Maple Park Apartments (the "Project") and operated by Monfric Inc.; and

WHEREAS, the Project is located within the City of Glendale; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the "County") and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS  
HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the 3<sup>rd</sup> day of November, 2015, 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 \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Clerk of said Board of Supervisors

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that, at 11:00 a.m., or as soon thereafter as the matter can be heard, on Tuesday, November 3, 2015, at 1400 W. Lacey Boulevard, Hanford, California, the Board of Supervisors of the County of Kings (the "County") will conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority of multifamily housing revenue bonds in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$5,000,000 in outstanding aggregate principal amount, to finance the acquisition and rehabilitation of a 25-unit senior multifamily rental housing project located at 711 E. Maple Street, Glendale, California. The facilities are to be owned by Maple Park Apartments Preservation, LP (the "Borrower") or related entities, operated by Monfric Inc., and are generally known as Maple Park Apartments (the "Project").

Those wishing to comment on the proposed financing and the nature and location of the Project may either appear in person at the time and place indicated above or submit written comments, which must be received no later than 4:00 pm on Monday, November 2, 2015, to the Clerk of the Board at 1400 W. Lacey Boulevard, Hanford, California 93230.

Dated: October 20, 2015

COUNTY OF KINGS

By:           /s/ Catherine Venturella            
Clerk of the Board