

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

**BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET
MARTINEZ, CALIFORNIA 94553-1229**

FEDERAL D. GLOVER, CHAIR

KAREN MITCHOFF, VICE CHAIR

JOHN GIOIA

CANDACE ANDERSEN

DIANE BURGIS

DAVID J. TWA, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900

JEFF CARMAN, FIRE CHIEF

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, WILL BE LIMITED TO TWO (2) MINUTES.

The Board Chair may reduce the amount of time allotted per speaker at the beginning of each item or public comment period depending on the number of speakers and the business of the day.
Your patience is appreciated.

A closed session may be called at the discretion of the Board Chair.

Staff reports related to open session items on the agenda are also accessible on line at www.co.contra-costa.ca.us

AGENDA
June 13, 2017

1:30 P.M. Convene and call to order.

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.3 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Director or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

PRESENTATIONS

- PR.1** PRESENTATION honoring Advisory Fire Commissioner Bill Granados as he retires from the Contra Costa County Fire Protection District Advisory Fire Commission after 15 years of service. (Jeff Carman, Fire Chief)
- PR.2** PRESENTATION honoring Battalion Chief Tom Oakley on the occasion of his retirement from the Contra Costa County Fire Protection District. (Jeff Carman, Fire Chief)
- PR.3** PRESENTATION honoring Battalion Chief Mike Eglite on the occasion of his retirement from the Contra Costa County Fire Protection District. (Jeff Carman, Fire Chief)

- PR.4** PRESENTATION honoring Battalion Chief James Howard on the occasion of his retirement from the Contra Costa County Fire Protection District. (Jeff Carman, Fire Chief)

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

- D.3** CONSIDER accepting a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives. (Jeff Carman, Fire Chief)
- D.4** CONSIDER authorizing the Contra Costa County Fire Protection District to dedicate Fire Station #70 to the memory of Fire Captain Matt Burton and Fire Engineer Scott Desmond who were lost in the Line of Duty on July 21, 2007, as recommended by the Advisory Fire Commission. (Bill Granados, Advisory Fire Commissioner)
- D.5** CONSIDER approving and authorizing the Fire Chief, or designee, to continue negotiations on a lease agreement with Seecon Financial & Construction Co., Inc. for 19,704 square feet of office space located at 4005 Port Chicago Highway, Suite 250, Concord, for use as the Contra Costa County Fire Protection District's administrative offices, and DIRECT the Fire Chief to return to the Board of Directors with the final version of the lease agreement. (Aaron McAlister, Assistant Fire Chief)

CONSENT ITEMS

- C.1** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute an Agreement for Recovery of Administrative Costs for Implementation and Recovery of Ground Emergency Medical Transportation (GEMT) Payments with the Sacramento Metropolitan Fire District for the term July 1, 2017, through June 30, 2020. (100% EMS Transport Fund)
- C.2** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute the Medi-Cal Ground Emergency Medical Transportation Services (GEMT) Supplemental Reimbursement Program Provider Participation Agreement (Agreement) with the California Department of Health Care Services (State) with a term that stays in effect until the Agreement is terminated or the GEMT program ends pursuant to the repeal of State of federal statutory authority to make payments or claim federal reimbursement. (100% EMS Transport Fund)

- C.3** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute an Agreement for Recovery of Administrative Costs for Implementation and Recovery of Ground Emergency Medical Transportation (GEMT) Payments with the Sacramento Metropolitan Fire District for the term July 1, 2016 through June 30, 2017. (100% EMS Transport Fund)

GENERAL INFORMATION

The Board meets in its capacity as the Board of Directors of the Contra Costa County Fire Protection District pursuant to Ordinance Code Section 24-2.402. Persons who wish to address the Board of Directors should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Directors less than 72 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours. All matters listed under CONSENT ITEMS are considered by the Board of Directors to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Commission votes on the motion to adopt. Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Directors can be submitted to the office of the Clerk of the Board via mail: Contra Costa County Fire Protection District Board of Directors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

The District will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106. Copies of recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the necessary arrangements. Applications for personal subscriptions to the Board Agenda may be obtained by calling the Office of the Clerk of the Board, (925) 335-1900. The Board of Directors' agenda and meeting materials are available for inspection at least 96 hours prior to each meeting at the Office of the Clerk of the Board, 651 Pine Street, Room 106, Martinez, California.

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www.co.contra-costa.ca.us

ADVISORY COMMISSION

The Contra Costa County Fire Protection District Advisory Fire Commission is scheduled to meet next on Monday, August 14, 2017 at 7:00 p.m. at the District Training Center, 2945 Treat Blvd., Concord, CA 94518.

AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.

Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):

The Contra Costa County Fire Protection District has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

AB Assembly Bill
ABAG Association of Bay Area Governments
ACA Assembly Constitutional Amendment
ADA Americans with Disabilities Act of 1990
AFSCME American Federation of State County and Municipal Employees
ARRA American Recovery & Reinvestment Act of 2009
BAAQMD Bay Area Air Quality Management District
BART Bay Area Rapid Transit District
BayRICS Bay Area Regional Interoperable Communications System
BGO Better Government Ordinance
BOC Board of Commissioners
CALTRANS California Department of Transportation
CAER Community Awareness Emergency Response
CAL-EMA California Emergency Management Agency
CAO County Administrative Officer or Office
CCE Community Choice Energy
CBC California Building Code
CCCPCFD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CFC California Fire Code
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCPCFD) Contra Costa County Fire Protection District
CPA Certified Public Accountant
CPF – California Professional Firefighters
CPI Consumer Price Index
CSA County Service Area

CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
EBMUD East Bay Municipal Utility District
ECCFPD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee
EMS Emergency Medical Services
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
FTE Full Time Equivalent
FY Fiscal Year
GIS Geographic Information System
HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services
HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development
IAFF International Association of Firefighters
ICC International Code Council
IFC International Fire Code
Inc. Incorporated
IOC Internal Operations Committee
ISO Industrial Safety Ordinance
JPA Joint (exercise of) Powers Authority or Agreement
Lamorinda Lafayette-Moraga-Orinda Area
LAFCo Local Agency Formation Commission
LLC Limited Liability Company
LLP Limited Liability Partnership
Local 1 Public Employees Union Local 1
Local 1230 Contra Costa County Professional Firefighters Local 1230
MAC Municipal Advisory Council
MBE Minority Business Enterprise
MIS Management Information System
MOE Maintenance of Effort
MOU Memorandum of Understanding
MTC Metropolitan Transportation Commission
NACo National Association of Counties
NEPA National Environmental Policy Act
NFPA National Fire Protection Association
OES-EOC Office of Emergency Services-Emergency Operations Center
OPEB Other Post Employment Benefits
OSHA Occupational Safety and Health Administration
PACE Property Assessed Clean Energy
PARS Public Agencies Retirement Services
PEPRA Public Employees Pension Reform Act

RFI Request For Information
RFP Request For Proposal
RFQ Request For Qualifications
SB Senate Bill
SBE Small Business Enterprise
SEIU Service Employees International Union
SUASI Super Urban Area Security Initiative
SWAT Southwest Area Transportation Committee
TRANSPAC Transportation Partnership & Cooperation (Central)
TRANSPLAN Transportation Planning Committee (East County)
TRE or **TTE** Trustee
TWIC Transportation, Water and Infrastructure Committee
UASI Urban Area Security Initiative
UCOA United Chief Officers Association
vs. versus (against)
WAN Wide Area Network
WBE Women Business Enterprise
WCCTAC West Contra Costa Transportation Advisory Committee



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: June 13, 2017

Subject: Recognition of Advisory Fire Commissioner Bill Granados for 15 Years of Service

RECOMMENDATION(S):

ADOPT Resolution No. 2017/7 in honor of Advisory Fire Commissioner Bill Granados as he retires from the Contra Costa County Fire Protection District Advisory Fire Commission, as recommended by the Fire Chief.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **06/13/2017** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: June 13, 2017

Contact: Jeff Carman,
941-3500

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2017/7

*The Board of Directors of the
Contra Costa County Fire Protection District*

In the matter of:

Resolution No. 2017/7

Honoring Advisory Fire Commissioner Bill Granados as he retires from the Contra Costa County Fire Protection District Advisory Fire Commission after 15 years of service.

WHEREAS, Bill Granados became an Advisory Fire Commissioner with the Contra Costa County Fire Protection District in June 2002; and
WHEREAS, Bill Granados has consistently demonstrated his dedication and commitment to the Advisory Fire Commission for 15 years; and
WHEREAS, Bill Granados has maintained a positive influence and presence at Commission meetings and various meetings within the County; and
WHEREAS, Bill Granados has acted as a liaison between local ranchers and the Advisory Fire Commission regarding matters of weed abatement and fire trails; and
WHEREAS, Bill Granados has participated in the Fire Chief selection process; and
WHEREAS, Bill Granados has been notably supportive of the United Professional Firefighters of Contra Costa County IAFF Local 1230 in their efforts to maintain staffing and adequate resources to mitigate emergencies; and
WHEREAS, Bill Granados, in addition to his contributions to the Advisory Fire Commission, also serves on the Board of Directors for the 100 Club of Contra Costa County and as a member of the Contra Costa County Sheriff's Posse; and
WHEREAS, Bill Granados has earned the respect and admiration of the Fire Chief and his fellow Commissioners and will be greatly missed.
NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Fire Protection District Board of Directors thanks and honors Bill Granados for 15 years of service to the residents of Contra Costa County and wishes him well in all his future endeavors.

FEDERAL D. GLOVER
Chair, District V Supervisor

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

DIANE BURGIS
District III Supervisor

KAREN MITCHOFF
District IV Supervisor

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ATTESTED: June 13, 2017

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: June 13, 2017

Subject: Retirement of Battalion Chief Tom Oakley

RECOMMENDATION(S):

ADOPT Resolution No. 2017/8 honoring Battalion Chief Tom Oakley on the occasion of his retirement from the Contra Costa County Fire Protection District, as recommended by the Fire Chief.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **06/13/2017** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

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ATTESTED: June 13, 2017

Contact: Jeff Carman,
941-3500

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution No.
2017/8

*The Board of Directors of the
Contra Costa County Fire Protection District*

In the matter of:

Resolution No. 2017/8

Honoring Battalion Chief Tom Oakley on his retirement from the Contra Costa County Fire Protection District after 34 years of service.

WHEREAS, Tom Oakley began his career in public service as an Apprentice Firefighter for the Contra Costa County Consolidated Fire Protection District in April 1983; and
WHEREAS, Tom Oakley promoted to Senior Firefighter (Engineer) in May of 1994; and
WHEREAS, Tom Oakley promoted to Captain and also served as a Shift Training Captain starting in October of 1996; and
WHEREAS, Tom Oakley has served as a Battalion Chief since December 2013; and
WHEREAS, Tom Oakley served as Program Manager of the Technical Rescue, Bull Dozer, and Heavy Equipment Operations; and
WHEREAS, Tom Oakley served as a District rater and topic instructor for several Firefighter-Recruit and Engineer Academies; and
WHEREAS, Tom Oakley served as a Member, Team Leader, and Subject Matter Expert for the Federal Emergency Management Agency - California Task Force 4 - Urban Search and Rescue Team; and
WHEREAS, Tom Oakley has received several commendations throughout his career for his actions during incident responses; and
WHEREAS, Tom Oakley served as an integral member and architect of the District's Urban Search and Rescue and Heavy Equipment Programs, mentoring dozens of Firefighters in their quest to be expert Rescuers and Operators.
NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Fire Protection District Board of Directors thanks and honors Tom Oakley for his dedicated and outstanding service to the residents of Contra Costa County and wishes him well on his retirement from the Fire District and in all his future endeavors.

FEDERAL D. GLOVER
Chair, District V Supervisor

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

DIANE BURGIS
District III Supervisor

KAREN MITCHOFF
District IV Supervisor

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ATTESTED: June 13, 2017

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: June 13, 2017

Subject: Retirement of Battalion Chief Mike Eglite

RECOMMENDATION(S):

ADOPT Resolution No. 2017/9 honoring Battalion Chief Mike Eglite on the occasion of his retirement from the Contra Costa County Fire Protection District, as recommended by the Fire Chief.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **06/13/2017** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: June 13, 2017

Contact: Jeff Carman,
941-3500

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution No.
2017/9

*The Board of Directors of the
Contra Costa County Fire Protection District*

In the matter of: **Resolution No. 2017/9**
Honoring Battalion Chief Mike Eglite on his retirement from the Contra Costa County Fire Protection District after 29 years of service.

WHEREAS, Mike Eglite began his career in public service as a Reserve Firefighter for the Contra Costa County Consolidated Fire Protection District in May of 1985; and
WHEREAS, Mike Eglite promoted to Firefighter in February of 1988; and
WHEREAS, Mike Eglite promoted to Senior Firefighter (Engineer) in May of 1999; and
WHEREAS, Mike Eglite promoted to Captain in August 2001; and
WHEREAS, Mike Eglite has served as a Battalion Chief since August 2013; and
WHEREAS, Mike Eglite served as a Program Manager for the Reserve and Hose Programs; and
WHEREAS, Mike Eglite has received several commendations throughout his career for his actions during incident responses.
NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Fire Protection District Board of Directors thanks and honors Mike Eglite for his dedicated and outstanding service to the residents of Contra Costa County and wishes him well on his retirement from the Fire District and in all his future endeavors.

FEDERAL D. GLOVER
Chair, District V Supervisor

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

DIANE BURGIS
District III Supervisor

KAREN MITCHOFF
District IV Supervisor

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ATTESTED: June 13, 2017

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: June 13, 2017

Subject: Retirement of Battalion Chief James Howard

RECOMMENDATION(S):

ADOPT Resolution No. 2017/10 honoring Battalion Chief James Howard on the occasion of his retirement from the Contra Costa County Fire Protection District, as recommended by the Fire Chief.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **06/13/2017** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: June 13, 2017

Contact: Jeff Carman,
941-3500

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution No.
2017/10

*The Board of Directors of the
Contra Costa County Fire Protection District*

In the matter of: **Resolution No. 2017/10**
Honoring Battalion Chief James Howard on his retirement from the Contra Costa County Fire Protection District after 32 years of service.

WHEREAS, Jim Howard began his career in public service as a Firefighter for the Contra Costa County Consolidated Fire Protection District in August 1984; and
WHEREAS, Jim Howard promoted to Senior Firefighter (Engineer) in May of 1999; and
WHEREAS, Jim Howard was trained by the Fire District in 1999 and served as one of the original Paramedics; and
WHEREAS, Jim Howard promoted to Captain in December of 2005; and
WHEREAS, Jim Howard has served as a Battalion Chief since August of 2014; and
WHEREAS, Jim Howard served as a District rater and topic instructor for Pumping, Driving, and Off-Road Driving; and
WHEREAS, Jim Howard served as a Member and Team Leader for the Contra Costa County Critical Incident Stress Management Team; and
WHEREAS, Jim Howard has received several commendations throughout his career for his actions during incident responses.
NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Fire Protection District Board of Directors thanks and honors Jim Howard for his dedicated and outstanding service to the residents of Contra Costa County and wishes him well on his retirement from the Fire District and in all his future endeavors.

FEDERAL D. GLOVER
Chair, District V Supervisor

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

DIANE BURGIS
District III Supervisor

KAREN MITCHOFF
District IV Supervisor

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ATTESTED: June 13, 2017

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: June 13, 2017

Subject: Fire Chief's Report - June 13, 2017

RECOMMENDATION(S):

ACCEPT a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

At the request of the Contra Costa County Fire Board of Directors, the Fire Chief is providing a report on the status and progress of the various District initiatives.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **06/13/2017** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: June 13, 2017

Contact: Jeff Carman, Fire Chief
925-941-3500

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Fire Chief's Report_June 13,
2017



June 13, 2017

TO: Board of Directors

FROM: Jeff Carman, Fire Chief

RE: Fire Chief's Report

-
- FS 16: Construction drawings are almost complete. The final construction cost estimate was received on May 16; based on the construction drawings, the estimate is \$3,918,332 including contingencies. Additional soft costs such as permits, architectural and engineering consultants, and project and construction management costs bring the total estimated costs for the project to approximately \$5,212,000.
 - FS 70: CEQA report and external consultant studies are being reviewed. County, District, and City staff met to discuss the initial CEQA report and any potential impacts created by the project. At this point, the impacts appear to be minimal. The City of San Pablo will have the joint funding MOU on their June 19 City Council agenda for approval. The pre-qualification for both projects is ongoing; and a meeting with potential bidders was held June 1.
 - In a recent meeting of the International Metropolitan Fire Chiefs, it was noted that several fire agencies around the world are reporting cancer rates in firefighters as high as 33%. The agencies who reported these statistics are similar to our own with regard to the exposure experienced by the firefighters. As a result of the data presented, in an effort to combat cancer, the Metro Chiefs committed to mobilizing our information and resources in a number of ways, including:
 - Reduce the opportunity for exposure of our firefighters to carcinogens.
 - Enhance medical monitoring of our firefighters to increase early detection of cancer.
 - Support the development of new technology that would further reduce the opportunities for exposure to cancer causing materials.
 - As you know, during this past month, the Fire District and some surrounding districts saw a rapid increase in the quantity of vehicle fires. Our fire investigators quickly noticed that a number of these fires had the same characteristics which led to the suspicion of a possible serial arsonist. As we often see in this type of case, the frequency of fires increased dramatically as did the severity, and in at least one instance, the fire extended from the vehicle into an inhabited dwelling. Working with their law enforcement counterparts, our investigators moved quickly to identify a

suspect and make an arrest. I want to commend our investigators for their consistently incredible work and thank the Board and the CAO for their support of our Fire Investigation Unit.

- Approximately one year ago, the Fire District formed a recruitment team in an effort to increase the diversity of our applicant pool. After just a few meetings, the committee grew in numbers, and many new ideas were introduced and acted upon. We recently completed the recruitment process for Academy #51 which will begin in October, and I am pleased to say that there is significant improvement in the diversity of the group of candidates who are currently in the background and pre-hiring process. While this one process may not indicate a trend, it is clear that we are making progress in our address of the issue. We will continue our work toward ensuring that our recruitment efforts reach all potential candidates.
- Wildland fire season is here! The season was officially declared in mid-May, and we have already begun to see sizeable fire across the state and within the Fire District. This fire season will be a difficult one as the excessive rains have resulted in tall, dense annual grasses which often lead to large brush and timber fires. We ask our residents to create defensible space around their homes by clearing away debris and vegetation.
- With summer just ahead and an abundance of water in our lakes and rivers, we are already seeing the occurrence of drownings and near drownings in our Fire District. With the seasonal runoff in the delta at very high rates, and the water temperatures being lower than usual for this time of year, many people underestimate the danger of swimming and boating without a lifejacket. We urge our residents and visitors to wear a life jacket at all times when in or near any body of water.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Jeff Carman, Chief, Contra Costa County Fire Protection District
 Date: June 13, 2017

Subject: Dedication of New Fire Station #70 in San Pablo

RECOMMENDATION(S):

AUTHORIZE the Contra Costa County Fire Protection District to dedicate Fire Station #70 to the memory of Fire Captain Matt Burton and Fire Engineer Scott Desmond who were lost in the Line of Duty on July 21, 2007.

FISCAL IMPACT:

Negligible costs involve the acquisition of a plaque and engraving services.

BACKGROUND:

On April 17, 2017, the Contra Costa County Fire Protection District Advisory Fire Commission voted in favor of dedicating the new Fire Station #70 in the City of San Pablo to the memory of Fire Captain Matt Burton and Fire Engineer Scott Desmond who were lost in the Line of Duty on July 21, 2007.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **06/13/2017** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: June 13, 2017

Contact: Jeff Carman, Fire Chief
(925) 941-3500

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Jeff Carman, Chief, Contra Costa County Fire Protection District
 Date: June 13, 2017

Subject: Relocation of Fire District Administrative Divisions to Leased Office Space

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to continue negotiations on a lease agreement with Seecon Financial & Construction Co., Inc. for 19,704 square feet of office space located at 4005 Port Chicago Highway, Suite 250, Concord, for use as the Contra Costa County Fire Protection District's administrative offices, and DIRECT the Fire Chief to return to the Board of Directors with the final version of the lease agreement.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **06/13/2017** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: June 13, 2017

Contact: Aaron McAlister, Asst Fire
Chief (925) 941-3503

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

FISCAL IMPACT:

While the District is still negotiating final lease terms, the significant financial terms are not expected to change. The initial term of this lease is five (5) years. The monthly rent starts at \$42,372 and rises to \$47,693 over the initial five year period. The lease provides for two 30-month renewal terms for a total potential term of ten (10) years.

Currently, \$400,000 is appropriated for lease payments in the 2017-2018 adopted budget, and the earliest anticipated occupation date is December 2017. In addition to budgeted lease payments, there are other costs involved in the move, such as tenant improvements.

The tenant improvements have been negotiated to allow a build out allowance of \$591,120. Initial estimates for tenant improvement work is up to \$65 per square foot, for a total of \$1,280,760 for construction. This leaves the District responsible for \$689,640.

In addition to tenant improvement work, the District will be responsible for the low voltage cabling (telephone and internet) and furniture. The costs are currently estimated at \$150,000 for IT related telephone, security and data; \$250,000 for furniture; and \$25,000 for the physical move.

The source of funding for these improvements will be the District's General Operations Fund and the EMS Transport Fund. The final lease agreement will come before the Board of Directors for final approval.

BACKGROUND:

The Contra Costa County Fire Protection District Administration and Fire Prevention Bureau has been located at 2010 Geary Road in Pleasant Hill since 1975. The population served by the District has grown substantially since that time, as has the mission and scope of services provided by the District. The present headquarters is no longer adequate for the needs of the District.

The District has administrative and support staff working in multiple location throughout the District due to space constraints. Not only does the present location lack the physical space for staff, it lacks adequate conference space and adequate storage space for sensitive records such as personnel records and fire investigation reports. Through this relocation and combining of staff who presently work in different locations, some efficiencies will be achieved. The new location will provide more functional work space to serve the needs of the public. The plan review area and public service counter will be compliant with the Americans with Disabilities Act and public restrooms will be available.

The long term vision is for the District to relocate administration, dispatch, EMS, and other District functions to the Public Safety Campus on the former Concord Naval Weapons site. This plan is not fully developed and will take several years to become formalized. Leasing an office building to fill this gap is the best option for the District. The District has worked with the Real Estate Division of the County to search, identify, and negotiate a lease agreement for the property located at 4005 Port Chicago Highway in Concord. The proposed location is near the Concord Naval Weapons site and will provide easy access for District staff to be intimately involved in the development of the future public safety campus. The planning and construction process will take substantial time and close proximity will be a benefit.

The District is in final lease negotiations and will return to the Board with the terms of the final lease agreement.

CONSEQUENCE OF NEGATIVE ACTION:

The District could search for alternative sites or choose not to relocate. If this lease is not approved, the District will continue to operate from multiple locations with a lack of available space. The District could incur additional expense while searching for alternatives.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: June 13, 2017

Subject: Agreement for Recovery of Administrative Costs for GEMT Supplemental Reimbursement Payments (July 2017-June 2020)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute an Agreement for Recovery of Administrative Costs for Implementation and Recovery of Ground Emergency Medical Transportation (GEMT) Payments with the Sacramento Metropolitan Fire District for the term July 1, 2017, through June 30, 2020.

FISCAL IMPACT:

The Contra Costa County Fire Protection District (District) will pay the Sacramento Metropolitan Fire District (Metro Fire) the District's share of the State administrative costs. The District's share will be based on the administrative costs per fee-for-service Medi-Cal transport, multiplied by the District's number of fee-for-service Medi-Cal transports for the reporting period. Administrative costs are based on the total administrative costs of the State in administering the GEMT Services Supplemental Reimbursement Program divided by the total number of fee-for-service Medi-Cal transports Statewide by all participating transporting agencies in the reporting period. In addition, the District will compensate Metro Fire one percent (1%) of the District's gross State Supplemental Reimbursement of GEMT services for the reporting period.

The specific amount of GEMT supplemental

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **06/13/2017** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: June 13, 2017

Contact: Jackie Lorrekovich, Chief, Admin
Services (925) 941-3312

David J. Twa, County Administrator and Clerk of the Board of
Supervisors

By: , Deputy

cc:

FISCAL IMPACT: (CONT'D)

reimbursement the District is eligible to receive for fiscal years 2017-18, 2018-19, and 2019-20 will be determined at the conclusion of those fiscal years, when data is available and cost reports are prepared.

BACKGROUND:

The State Department of Health Care Services (State) administers the Medi-Cal GEMT Supplemental Reimbursement Program. The State has entered into an agreement with Metro Fire for administrative services related to the Medi-Cal GEMT Supplemental Reimbursement Program. The latter agreement is attached to the Agreement for Recovery of Administrative Costs for Implementation and Recovery of GEMT Payments as Exhibit A. The District is required to enter into an agreement to reimburse the State for implementing and administering the Supplemental Reimbursement Program as a condition of receiving supplemental reimbursement pursuant to California Welfare and Institutions Code Section 14105.94 (State Code). Metro Fire has been designated by the State to recover those administrative and implementation costs.

Metro Fire has a standard form for their Agreement for Recovery of Administrative Costs for Implementation and Recovery of GEMT Payments (Agreement). The Agreements have a three-year term. The term authorized by this Agreement is July 1, 2017, through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If the District does not enter into this Agreement with Metro Fire, the District will be ineligible to apply for Medi-Cal GEMT Supplemental Reimbursement for fiscal years 2017-18, 2018-19, and 2019-20.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Jeff Carman, Chief, Contra Costa County Fire Protection District
 Date: June 13, 2017

Subject: Medi-Cal GEMT Supplemental Reimbursement Program Provider Participation Agreement

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute the Medi-Cal Ground Emergency Medical Transportation Services (GEMT) Supplemental Reimbursement Program Provider Participation Agreement (Agreement) with the California Department of Health Care Services (State) with a term that stays in effect until the Agreement is terminated or the GEMT program ends pursuant to the repeal of State of federal statutory authority to make payments or claim federal reimbursement.

FISCAL IMPACT:

Participation in the GEMT Supplemental Reimbursement Program could have a potentially significant impact to the District's cost recovery efforts. The District collects a fraction of its actual costs to provide transportation services to Medi-Cal fee-for-service beneficiaries. The GEMT Supplement Reimbursement Program helps to bridge the financial gap between the costs of providing service and the Medi-Cal provider service rates.

The amounts payable to a GEMT provider depend on the number of Medi-Cal fee-for-service transports during the reporting period and the amounts for which federal financial participation is available.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **06/13/2017** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: June 13, 2017

Contact: Jackie Lorrekovich, Chief, Admin
Services (925) 941-3312

David J. Twa, County Administrator and Clerk of the Board of
Supervisors

By: , Deputy

cc:

BACKGROUND:

California Welfare and Institutions (W&I) Code § [14105.94](#), enacted October 2, 2011, authorized the Ground Emergency Medical Transportation Services (GEMT) supplemental reimbursement program. This voluntary Certified Public Expenditure (CPE) based program provides additional funding to eligible governmental entities that provide GEMT services to Medi-Cal beneficiaries. The Centers for Medicare and Medicaid Services (CMS) approved State Plan Amendment ([SPA](#)) [09-024](#) on September 4, 2013, authorizing the federal share of the supplemental reimbursement payments based on uncompensated costs for Medi-Cal fee-for-service transports, effective January 30, 2010. For a publicly owned GEMT service provider to be eligible for the program, the following requirements must be met, as specified in [Welfare and Institutions](#) (W&I) Code § [14105.94](#):

- Provided GEMT services to Medi-Cal beneficiaries (further defined in [SPA 09-024](#)),
- Be enrolled as a Medi-Cal provider for the period being claimed, and
- Are owned or operated by an eligible governmental entity, to include the state, a city, county, city and county, fire protection district, special district, community services district, health care district, or a federally recognized Indian tribe.

Eligible providers who choose to participate in the GEMT program must also,

- Enter into a Provider Participation Agreement (PPA) with the Department of Health Care Services (DHCS), and
- Agree to reimburse DHCS for their allocated share of the administrative costs associated with overseeing the program (The provider's allocated administrative share will be collected by Sacramento Metropolitan Fire District on behalf of DHCS).

GEMT service providers eligible to participate in this program will receive supplemental reimbursement payments by completing a CMS approved cost report form annually. The supplemental reimbursement payment is based on claiming federal financial participation on CPEs that have already been incurred by the public provider. The supplemental reimbursement amount is determined by the methodology approved by CMS in [SPA 09-024](#).

CONSEQUENCE OF NEGATIVE ACTION:

The District will not be eligible to participate in the Medi-Cal Ground Emergency Medical Transportation Services (GEMT) Supplemental Reimbursement Program. This will result in a potentially significant loss of recoverable costs for providing transport services to Medi-Cal beneficiaries.

ATTACHMENTS

GEMT Supplemental Reimbursement Program Provider Participation Agreement

**MEDI-CAL GROUND EMERGENCY MEDICAL TRANSPORTATION SERVICES (GEMT)
SUPPLEMENTAL REIMBURSEMENT PROGRAM
PROVIDER PARTICIPATION AGREEMENT**

Name of Provider:

National Provider ID #

ARTICLE 1 – STATEMENT OF INTENT

The purpose of this Agreement is to allow participation in the Ground Emergency Medical Transportation Supplemental Reimbursement Program (GEMT program) by the governmentally owned or operated provider, named above and hereinafter referred to as Provider, subject to Provider's compliance with the responsibilities set forth in this Agreement with the California Department of Health Care Services (DHCS), hereinafter referred to as the State or DHCS, as authorized in State law pursuant to section 14105.94 of the California Welfare and Institutions Code.

ARTICLE 2 – TERM OF AGREEMENT

- A. This Agreement begins on January 30, 2010, and stays in effect until this Agreement is terminated or the GEMT program ends pursuant to the repeal of State or federal statutory authority to make payments or claim federal reimbursement.
- B. Either party may terminate this Agreement, without cause, by delivering written notice of termination to the other party at least thirty (30) days prior to the effective date of termination.
- C. Failure by Provider to comply with Provider's responsibilities under Article 3 shall constitute a material breach of this Agreement, which shall result in termination by Provider pursuant to Paragraph B. Provider may prevent the termination of this Agreement pursuant to this Paragraph by curing any material breach prior to termination of this Agreement, unless actions giving rise to the material breach result from not complying with Paragraphs K, L, M, or N of Article 3.
- D. Failure by Provider to comply with Provider's responsibilities under Paragraph O of Article 3 shall result in an immediate suspension of this Agreement and initiate termination pursuant to Paragraph B. Upon suspension, the Provider may not participate in the GEMT program, Provider's claims identified in Article 4 shall not be reimbursed, and DHCS is no longer subject to its obligations in Article 4. Provider may reverse the suspension and prevent termination by complying with Paragraph O of Article 3 in its entirety.

ARTICLE 3 – GEMT PROVIDER RESPONSIBILITIES

By entering into this Agreement, the Provider agrees to:

- A. Comply with Title XIX of the Social Security Act, as periodically amended; Titles 42 and 45 of the Code of Federal Regulations (CFR), as periodically amended; The California Medicaid State Plan, as periodically amended; Chapter 7 (commencing with Section 14000) of the California Welfare and Institutions (W&I) Code, as periodically amended; Division 3 of Title 22 of the California Code of Regulations (CCR) (commencing with Section 50000), as periodically amended; State issued policy directives, including Policy and Procedure Letters, as periodically amended; and federal Office of Management and Budget (OMB) Circular A-87, as periodically amended.
- B. Ensure all applicable State and federal requirements, as identified in Paragraph A of Article 3, are met in rendering services under this Agreement. It is understood and agreed that failure by the Provider to ensure all applicable State and federal requirements are met in rendering services subject to supplemental reimbursement under this Agreement shall be sufficient cause for the State to deny or recoup payments to the Provider as well as termination of this Agreement.
- C. Submit an annual participation survey to DHCS by July 1 of each state fiscal year to:

Regular U.S. Postal Service Mail:

Department of Health Care Services
Safety Net Financing, GEMT Program
P.O. Box 997436, MS 4504
Sacramento, CA 95899-7436

Overnight or Express Mail:

Department of Health Care Services
Safety Net Financing, GEMT Program
1501 Capitol Ave, MS 4504
Sacramento, CA 95814

- D. Comply with the following Expense Allowability and Fiscal Documentation requirements:
 - 1) Provider cost report and claim form that are accepted or submitted for payment by the State shall not be deemed evidence of allowable Agreement costs.
 - 2) Provider shall maintain for review and audit and supply to the State, upon request, auditable documentation of all amounts claimed pursuant to this Agreement to permit a determination of expense allowability.
 - 3) If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate, according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

E. By November 30 of each year:

- 1) Submit a signed electronic PDF copy of the annual GEMT Cost Report for the prior fiscal year ending June 30, to: GEMTSubmissions@dhcs.ca.gov

F. Accept payment in full the reimbursement received for services subject to supplemental reimbursement pursuant to this Agreement.

G. Comply with confidentiality requirements as specified in paragraph (7) of subsection (a) of section 1396a of Title 42 of the United States Code, 42 CFR 431.300, W&I Code sections 14100.2 and 14132.47, and 22 CCR Section 51009.

H. Submit claims in accordance with 42 CFR 433.51.

I. Retain all necessary records for a minimum of three (3) years after the end of the quarter in which the provider submitted its cost reports to DHCS. If an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals, and/or disallowances. Records must fully disclose the name and Medi-Cal number or beneficiary identification code (BIC) of the person receiving the services, the name of the provider agency and person providing the service, the date and place of service delivery, and the nature and extent of the service provided. The Provider shall furnish said records and any other information regarding expenditures and revenues for providing services, upon request, to the State and to the federal government.

J. Be responsible for the acts or omissions of its employees and/or subcontractors.

K. Comply with the following requirements pertaining to exclusions. The conviction of an employee or subcontractor of the Provider, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal beneficiary, or abuse of the Medi-Cal program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the GEMT Program. Failure to exclude a convicted individual from participation in the GEMT Program shall constitute a breach of this Agreement.

L. Comply with the following requirements pertaining to exclusions. Exclusion after conviction shall result regardless of any subsequent order under section 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.

M. Comply with the following requirements pertaining to exclusions. Suspension or exclusion of an employee or a subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal program, the Medicaid program, or the Medicare program, shall result in the exclusion of that employee or subcontractor, or employee of

a subcontractor, from participation in the GEMT program. Failure to exclude a suspended or excluded individual from participation in the GEMT program shall constitute a breach of this Agreement.

- N. Comply with the following requirements pertaining to exclusions. Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the GEMT program, when such license, certificate, or registration is required for the provision of services. Failure to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted from the provision of services may constitute a breach of this Agreement.
- O. Enter into a separate agreement with a host entity in order to satisfy the requirements in subdivision (d) of section 14105.94 of the W&I Code where the host entity will collect the payments from Provider in order to pay DHCS for its administrative costs, which are the costs incurred by DHCS pursuant to its responsibilities described in Article 4. If Provider is the host entity, then it shall enter into a separate agreement with DHCS to pay the administrative costs incurred in processing the claims of the GEMT program invoiced through the separate agreement. If Provider is the host entity and contracts with at least one other provider for purposes of participating in the GEMT program, then it shall enter into an agreement with other such providers participating in the GEMT program to collect payments from the other providers for DHCS's administrative costs incurred in processing the other provider's claims under the GEMT program.

ARTICLE 4 – STATE RESPONSIBILITIES

By entering into this Agreement, the State agrees to:

- A. Lead the development, implementation, and administration for the GEMT program and ensure compliance with the provisions set forth in the California Medicaid State Plan.
- B. Submit claims for federal financial participation (FFP) based on expenditures for GEMT services that are allowable expenditures under federal law.
- C. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.
- D. Reconcile certified public expenditure (CPE) invoices with supplemental reimbursement payments and ensure that the total Medi-Cal reimbursement provided to eligible GEMT providers will not exceed applicable federal upper payment limit as described in 42 C.F.R. 447-Payments For Services.

- E. Complete the audit and settlement process of the interim reconciliations for the claiming period within three (3) years of the postmark date of the cost report and conduct on-site audits as necessary.
- F. Calculate the actual costs for administrative accounting, policy development, and data processing maintenance activities, including the indirect costs related to the GEMT program provided by its staff based upon a cost accounting system which is in accordance with the provisions of Office of Management and Budget Circular A-87 and 45 CFR Parts 74 and 95.
- G. Maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services which includes salary/wages, benefits, travel and overhead costs for Contractor's staff, as well as equipment and all related operating expenses applicable to these positions to include, but not limited to, general expense, rent and supplies, and travel cost for identified staff and managerial staff working specifically on activities or assignments directly related to the GEMT program. Accounting records shall include continuous time logs for identified staff that record time spent in the following areas: the GEMT program, general administration.
- H. Ensure that an appropriate audit trail exists within Contractor records and accounting system and maintain expenditure data as indicated in this Agreement.
- I. Designate a person to act as liaison with Provider in regard to issues concerning this Agreement. This person shall be identified to Provider's contact person for this Agreement.
- J. Provide a written response by email or mail to Provider's contact person within thirty (30) days of receiving a written request for information related to the GEMT program.
- K. Provide program technical assistance and training related to the GEMT program to Provider personnel after receiving a written request from Provider contact person.

ARTICLE 5 –PROJECT REPRESENTATIVES

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

Department of Health Care Services Name: Shiela Mendiola Unit: Medi-Cal Supplemental Payment Section Telephone: (916) 552-9615 Fax: (916) 552-8651 Email: GEMT@dhcs.ca.gov	Provider Name: Telephone: Fax: Email:
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B. Direct all inquiries to:

Department of Health Care Services Section: Medi-Cal Supplemental Payments Unit: Supplemental Reimbursements Unit Attn: GEMT Supplemental Reimbursement Program Address: 1501 Capitol Avenue, MS 4504 P.O. Box 997436, MS 4504 Sacramento, CA 95899-7436 Telephone: (916) 552-9113 Fax: (916) 552-8651 Email: GEMT@dhcs.ca.gov	Provider Telephone: Fax: Email:
--	---

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

ARTICLE 6 – GENERAL PROVISIONS

- A. This document constitutes the entire Agreement between the parties. Any condition, provision, agreement or understanding not stated in this Agreement shall not affect any rights, duties, or privileges in connection with this Agreement.
- B. The term “days” as used in this Agreement shall mean calendar days unless specified otherwise.
- C. The State shall have the right to access, examine, monitor, and audit all records, documents, conditions, and activities of the Provider and its subcontractor related to the services provided pursuant to this Agreement.
- D. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the other party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.
- E. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

ARTICLE 7 – AMENDMENT PROCESS

Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through a process that is mutually agreeable to both the State and the Provider. No amendment will be considered binding on either party until it is approved in writing by both parties. Replacing the Project Representative does not require an amendment to this agreement and may be updated with written notice sent to the other party. Written notice may include email.

ARTICLE 8 – AVOIDANCE OF CONFLICTS OF INTEREST BY THE PROVIDER

- A. The State intends to avoid any real or apparent conflict of interest on the part of the Provider, subcontractors, or employees, officers, and directors of the Provider or subcontractors. Thus, the State reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Provider to submit additional information or a plan for resolving the conflict, subject to the State's review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Provider or any of its subcontractors, or any employee, officer, or director of the Provider or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
 - 2) An instance where the Provider's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If the State is or becomes aware of a known or suspected conflict of interest, the Provider will be given an opportunity to submit additional information or to resolve the conflict. A Provider with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by the State to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the State and cannot be resolved to the satisfaction of the State, the conflict will be grounds for terminating the contract. The State may, at its discretion upon receipt of a written request from the Provider, authorize an extension of the timeline indicated herein.

ARTICLE 9 – FISCAL PROVISIONS

Reimbursement under this Agreement shall be made in the following manner:

- A. Upon the Provider's compliance with all provisions pursuant to W&I Code section 14105.94 and this Agreement, and upon the submission of a cost report and claim form based on valid and substantiated information, the State agrees to process the cost report and claim form for reimbursement.
- B. Transfer of funds is contingent upon the availability of federal financial participation. If, in the event federal financial participation funds for a service period are not available for all of the supplemental amounts payable to GEMT providers due to the application of a federal limit or for any other reason, both of the following shall apply:
 - 1) The total amounts payable to GEMT providers for the service period shall be reduced to reflect the amounts for which federal financial participation is available.
 - 2) The amounts payable to each GEMT provider for the service period shall be equal to the amounts computed under Article 3 multiplied by the ratio of the total amounts for which federal financial participation is available.
- C. Provider shall certify the certified public expenditure from the Provider's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for reimbursement pursuant to W&I Code section 14105.94. The State shall deny payment of any invoice submitted under this Agreement, if it determines that the certification is not adequately supported for purposes of FFP. The following certification statement shall be made on each Summary Invoice submitted to the State for payment for the performance of services:

"I, certify under penalty of perjury as follows: Public funds for services provided have been expended as necessary for federal financial participation, pursuant to the requirements of Section 1903(w) of the Social Security Act and 42 C.F.R. § 433.50, *et seq.* for allowable costs. The expenditures claimed have not previously been, nor will be, claimed at any other time to receive federal funds under Medicaid or any other program. The provider acknowledges that the information is to be used for claiming federal funds and understands that misrepresentation of information constitutes a violation of federal and State law. The provider acknowledges that all funds expended pursuant to W&I Code section 14105.94 are subject to review and audit by the Department of Health Care Services. The provider acknowledges that it understands that DHCS must deny payments for any claim submitted under W&I Code section 14105.94, if it determines that the certification is not adequately supported for purposes of federal financial participation. That I am the responsible person of the subject fire department / agency and am duly authorized to sign this certification and that, to the best of my knowledge and information, each statement and amount

in the accompanying schedules are to be true, correct, and in compliance with section 14105.94 of the California Welfare and Institutions Code.”

ARTICLE 10 – RECOVERY OF OVERPAYMENTS

- A. Provider agrees that when it is established upon audit that an overpayment has been made, the Department shall recover such overpayment in accordance with section 51047 of Title 22 of the California Code of Regulations.
- B. The State reserves the right to select the method to be employed for the recovery of an overpayment.
- C. Overpayments may be assessed interest charges, and may be assessed penalties, in accordance with W&I Code Sections 14171(h) and 14171.5.

ARTICLE 11 – BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the GEMT program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Provider or to furnish any other considerations under this Agreement and Provider shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any state fiscal year is reduced or deleted by the State Budget Act for purposes of this GEMT program, the State shall have the option to either cancel this Agreement, with no liability occurring to the State, or offer an agreement amendment to Provider to reflect the reduced amount.

ARTICLE 12 – LIMITATION OF STATE LIABILITY

- A. Notwithstanding any other provision of this Agreement, the State shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing services pursuant to W&I Code section 14105.94, for the disallowed claim, less the amounts already remitted to the State pursuant to W&I Code section 14105.94.
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Provider has received reimbursement for services, the State shall recoup from the Provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed claim. All subsequent claims submitted to the State applicable to any previously disallowed claim, may be held in abeyance, with no payment made, until the federal disallowance issue is

resolved, less the amounts already remitted to the State pursuant to W&I Code section 14105.94.

- C. Notwithstanding Paragraphs A and B above, to the extent that a federal audit disallowance and interest results from a claim or claims for which the Provider has received reimbursement for services provided by a nongovernmental entity under contract with, and on behalf of, the Provider, the State shall be held harmless by the Provider for one-hundred percent (100%) of the amount of any such federal audit disallowance and interest, for the disallowed claim, less the amounts already remitted to the State pursuant to W & I Code section 14105.94.

ARTICLE 13 – AGREEMENT EXECUTION

The undersigned hereby warrants that s/he has the requisite authority to enter into this Agreement on behalf of _____ (Provider) and thereby bind the above named provider to the terms and conditions of the same.

Provider Authorized Representative's Signature

Print Name

Title

Address

Date

Department of Health Care Services
Authorized Representative's Signature

Print Name

Title

Department of Health Care Services

Name of Department

1501 Capitol Avenue, MS 4504, Sacramento, CA 95814

Address

Date



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: June 13, 2017

Subject: Agreement for Recovery of Administrative Costs for GEMT Supplemental Reimbursement Payments

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute an Agreement for Recovery of Administrative Costs for Implementation and Recovery of Ground Emergency Medical Transportation (GEMT) Payments with the Sacramento Metropolitan Fire District for the term July 1, 2016, through June 30, 2017.

FISCAL IMPACT:

The Contra Costa County Fire Protection District (District) will pay the Sacramento Metropolitan Fire District (Metro Fire) the District's share of the State administrative costs. The District's share will be based on the administrative costs per fee-for-service Medi-Cal transport, multiplied by the District's number of fee-for-service Medi-Cal transports for the reporting period. Administrative costs are based on the total administrative costs of the State in administering the GEMT Services Supplemental Reimbursement Program divided by the total number of fee-for-service Medi-Cal transports Statewide by all participating transporting agencies in the reporting period. In addition, the District will compensate Metro Fire one percent (1%) of the District's gross State Supplemental Reimbursement of GEMT services for the reporting period.

The specific amount of GEMT supplemental

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **06/13/2017** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: June 13, 2017

Contact: Jackie Lorrekovich, Chief, Admin
Services (925) 941-3312

David J. Twa, County Administrator and Clerk of the Board of
Supervisors

By: , Deputy

cc:

FISCAL IMPACT: (CONT'D)

reimbursement the District is eligible to receive for fiscal year 2016-17 will be determined at the conclusion of the fiscal year, when a full year of data is available and cost reports are prepared.

BACKGROUND:

The State Department of Health Care Services (State) administers the Medi-Cal GEMT Supplemental Reimbursement Program. The State has entered into an agreement with Metro Fire for administrative services related to the Medi-Cal GEMT Supplemental Reimbursement Program. The latter agreement is attached to the Agreement for Recovery of Administrative Costs for Implementation and Recovery of GEMT Payments as Exhibit A. The District is required to enter into an agreement to reimburse the State for implementing and administering the Supplemental Reimbursement Program as a condition of receiving supplemental reimbursement pursuant to California Welfare and Institutions Code Section 14105.94 (State Code). Metro Fire has been designated by the State to recover those administrative and implementation costs.

Metro Fire has a standard form for their Agreement for Recovery of Administrative Costs for Implementation and Recovery of GEMT Payments (Agreement). The Agreements have a three-year term. The current Agreement has a term of July 1, 2014, through June 30, 2017. The District is only eligible for GEMT Supplemental Reimbursement payments for the last year of this term (i.e., fiscal year 2016-17). The District will request authorization to execute another Agreement for the term July 1, 2017, through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If the District does not enter into this Agreement with Metro Fire, the District will be ineligible to apply for Medi-Cal GEMT Supplemental Reimbursement for fiscal year 2016-17.