

CALENDAR FOR THE BOARD OF SUPERVISORS  
**CONTRA COSTA COUNTY**  
AND FOR SPECIAL DISTRICTS, AGENCIES, AND AUTHORITIES GOVERNED BY THE BOARD  
**BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET  
MARTINEZ, CALIFORNIA 94553-1229**

**CANDACE ANDERSEN, CHAIR**, 2ND DISTRICT

**DIANE BURGIS, VICE CHAIR**, 3RD DISTRICT

**JOHN GIOIA**, 1ST DISTRICT

**KAREN MITCHOFF**, 4TH DISTRICT

**FEDERAL D. GLOVER**, 5TH DISTRICT

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

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 lunch break or 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.contracosta.ca.gov](http://www.contracosta.ca.gov)

**SPECIAL MEETING**  
**AGENDA**  
**February 11, 2020**  
**\*\*\*Note Time Change\*\*\***

**9:30 A.M. Convene, Call to order and opening ceremonies.**

Inspirational Thought- *"Change will not come if we wait for some other person or some other time. We are the ones we've been waiting for. We are the change that we seek."* ~ Barack Obama

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.46 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor 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 (5 Minutes Each)**

**PR.1** PRESENTATION acknowledging February 16-22, 2020 African American Mental Health Awareness Week and Miles Hall Day Remembrance on February 15, 2020. (Supervisor Andersen)

**DISCUSSION ITEMS**

**D. 1** CONSIDER Consent Items previously removed.

**D. 2** PUBLIC COMMENT (2 Minutes/Speaker)

**D.3** HEARING to consider an appeal of the County Planning Commission’s approval of a land use permit to construct and operate a 225,950 square foot warehouse located northwest of Evora Road in the Bay Point area, and to consider adoption of a mitigated negative declaration and related actions. (Ware Malcomb – Applicant; CP Logistics Willow Pass, LLC – Owner; DeNova Homes, Inc.—Appellant) (Stanley Muraoka, Department of Conservation and Development) **(Continued to February 25, 2020)**

D. 4 CONSIDER reports of Board members.

**Closed Session**

A. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code § 54957.6)

1. Agency Negotiators: David Twa and Richard Bolanos.

Employee Organizations: Public Employees Union, Local 1; AFSCME Locals 512 and 2700; California Nurses Assn.; SEIU Locals 1021 and 2015; District Attorney Investigators’ Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters I.A.F.F., Local 1230; Physicians’ & Dentists’ Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Contra Costa County Defenders Assn.; Contra Costa County Deputy District Attorneys’ Assn.; Prof. & Tech. Engineers IFPTE, Local 21; and Teamsters Local 856.

2. Agency Negotiators: David Twa.

Unrepresented Employees: All unrepresented employees.

B. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Gov. Code § 54956.9(d)(1))

1. *Contra Costa County Deputy Sheriffs Association v. Contra Costa County, David O. Livingston, et al.*,  
Contra Costa County Superior Court Case No. N19-0097

***ADJOURN***

**CONSENT ITEMS**

**Road and Transportation**

- C. 1 ADOPT Resolution No. 2020/37 approving and authorizing the Public Works Director, or designee, to submit a 2020/2021 Transportation Development Act grant application to the Metropolitan Transportation Commission in the amount of \$100,000 for fiscal year 2020/2021 for the Mayhew Way and Cherry Lane Trail Crossing Enhancements Project, and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Pleasant Hill and Walnut Creek areas. (68% Local Road Funds and

32% Transportation Development Act Funds)

- C. 2** ADOPT Resolution No. 2020/38 approving and authorizing the Public Works Director, or designee, to submit a 2020/2021 Transportation Development Act grant application to the Metropolitan Transportation Commission in the amount of \$491,000 for fiscal year 2020/2021 for the Westminster and Kenyon Avenue Accessibility Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Kensington area. (80% Local Road Funds and 20% Transportation Development Act Funds)
- C. 3** ADOPT Resolution No. 2020/35 accepting as complete the contracted work performed by Kerex Engineering, Inc. for the San Pablo Dam Road Sidewalk Gap Improvements Project, as recommended by the Public Works Director, El Sobrante area. (68% Highway Safety Improvement Program Funds, 11% Transportation Development Act Funds, and 21% Local Road Funds)
- C. 4** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute and submit a Project Delivery Agreement, effective February 11, 2020, to California Department of Transportation and California Transportation Commission for the extended use of Proposition 1B Local Bridge Seismic Retrofit Account funds allocated to Marsh Drive Bridge Replacement Project, Concord area. (100% Proposition 1B Local Bridge Seismic Retrofit Account Funds)

### **Engineering Services**

- C. 5** ADOPT Resolution No. 2020/29 to accept an offer of dedication for roadway purposes from MNCVAD-IND Richmond CA, LLC, in connection with development permit DP16-03023, Goodrick Avenue, Richmond area, as recommended by the Public Works Director. (No fiscal impact)

### **Special Districts & County Airports**

- C. 6** Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a right of way contract with the Carmel Estates Owners Association for property rights near 607 Mission Fields Lane, Brentwood, and authorize payment to the association of \$29,800, in connection with the Three Creeks Parkway Restoration Project, Brentwood area, as recommended by the Public Works Director. (100% DA 130 funds)

- C. 7 Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute an agreement with the City of Brentwood to maintain creek monitoring equipment on the Marsh Creek Bridge at Dainty Avenue, Brentwood, as recommended by the Chief Engineer. (No fiscal impact)

### **Claims, Collections & Litigation**

- C. 8 DENY claims filed by Edilberto Africa, Gopi Lama, Michael Gatts, Daronta Lewis, Xingfei Luo, Shawn Redmond, Pervez Sakhi, Samuel Dean Shaffer, Jose Refugio Vazquez Jimenez and Devin Williamson.

### **Honors & Proclamations**

- C. 9 ADOPT Resolution No. 2020/41 recognizing Mechanics Bank as the 2019 Moraga Chamber of Commerce Business of the Year, as recommended by Supervisor Andersen.
- C. 10 ADOPT Resolution No. 2020/42 recognizing Lamorinda CERT as the 2019 Moraga Chamber of Commerce Non-Profit of the Year, as recommended by Supervisor Andersen.
- C. 11 ADOPT Resolution No. 2020/43 acknowledging February 16-22, 2020 as African American Mental Health Awareness Week and February 15, 2020 as Miles Hall Day Remembrance , as recommended by Supervisor Andersen.
- C. 12 ADOPT Resolution No. 2020/44 recognizing the East Bay International Jewish Film Festival on their 25th Anniversary, as recommended by Supervisor Andersen.
- C. 13 ADOPT Resolution No. 2020/49 honoring the Richmond, CA branch of the NAACP for its work fighting for civil rights, justice and equality, as recommended by Supervisor Gioia.

### **Appointments & Resignations**

- C. 14 APPOINT George Cleveland to the 1st Alternate Seat on the El Sobrante Municipal Advisory Council, as recommended by Supervisor Gioia.
- C. 15 APPOINT Erin Partridge to the Lafayette Local Committee seat on the Advisory Council on Aging as recommended by the Employment and Human Services Director.

- C. 16 REAPPOINT Chris Gallagher, Bruce Marbardy, Jeffrey Jarvis and Vincent Burgos to County Service Area, P-2A Citizen Advisory Committee, as recommended by Supervisor Diane Burgis.
- C. 17 ACCEPT resignation of Michele Bell, DECLARE vacant Seat C2 – Air Medical Transportation Provider Representative, on the Emergency Medical Care Committee and DIRECT the Clerk of the Board to post this vacancy, as recommended by the Health Services Director.
- C. 18 APPOINT Bob Mankin to the District 3 seat on the County Planning Commission, as recommended by Supervisor Diane Burgis.
- C. 19 REAPPOINT Anne Struthers to the Alamo Area Seat on the Iron Horse Corridor Management Program Advisory Committee for a two-year term with an expiration date of January 1, 2022, as recommended by Supervisor Candace Andersen.
- C. 20 REAPPOINT Thomas Weber to the District IV seat on the Aviation Advisory Committee as recommended by Supervisor Mitchoff.

### **Personnel Actions**

- C. 21 ADOPT Position Adjustment Resolution No. 22446 to retitle the classification of Redevelopment Project Manager - Project to Economic Development Project Manager and add one position in the Department of Conservation and Development. (100% County General Fund)
- C. 22 ADOPT Position Adjustment Resolution No. 22579 to add one Custodial Services Supervisor (represented) position and one Lead Custodian (represented) position in the Public Works Department. (100% General Fund)

### **Grants & Contracts**

**APPROVE and AUTHORIZE execution of agreements between the County and the following agencies for receipt of fund and/or services:**

- C. 23 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept Prison to Employment Planning Grant funds in an amount not to exceed \$467,225 from the Alameda Workforce Development Board, to provide workforce reentry services to qualified individuals for the period November 1, 2019 through March 31, 2022. (100% State, No County match)

- C. 24** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept grant funding in an amount not to exceed \$400,000 from the Department of Justice, Office of Violence Against Women for the Abuse in Later Life Program for the period October 1, 2020 through September 30, 2023. (100% Federal, No County match)

**APPROVE and AUTHORIZE execution of agreement between the County and the following parties as noted for the purchase of equipment and/or services:**

- C. 25** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Chief Information Officer, Department of Information Technology, a purchase order with Unify, Inc., in an amount not to exceed \$220,000 for maintenance on the Siemens PBX telephone system at the Contra Costa Regional Medical Center, for the period of December 1, 2017 through August 1, 2020. (100% Hospital Enterprise Fund)
- C. 26** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Consolidated CM to extend the term from December 31, 2019 to December 31, 2020, with no change to the payment limit of \$900,000, to provide on-call project management Consulting Services for various facilities projects, Countywide. (100% Various Funds)
- C. 27** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with KinderCare Learning Centers LLC for Early Head Start Childcare Partnership and State General Childcare services to change notification requirements with no change to the amount of \$971,011 or term July 1, 2019 through June 30, 2020. (70% State, 30% Federal)
- C. 28** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Martinez Early Childhood Center to increase the payment limit by \$27,270 to a new payment limit of \$233,310 to provide Early Head Start and Head Start Program Enhancement services with no change to term July 1, 2019 through June 30, 2020.  
(100% Federal)
- C. 29** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Employment and Human Services Department, to pay the California Department of Social Services an amount not to exceed \$67,785 to reimburse the State for payments made on behalf of Contra Costa County to the private adoption agency program serving youth who would otherwise be in Foster Care during the 2017-18 fiscal year.

- C. 30** ADOPT Resolution No. 2020/40 approving and authorizing the County Administrator, or designee, to execute a contract amendment with the California Government Operations Agency - California Complete Count - Census 2020, to increase the maximum amount payable to the County by \$63,400 to a new payment limit of \$426,005, to provide additional printing collateral and in-language support, execute census outreach activities in hard to count tracts, and establish a contingency fund for rapid deployment to resources during the self-response period, with no change in the term of March 1, 2019 through December 31, 2020. (100% State funds)
- C. 31** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with First Baptist Church of Pittsburg, California in an amount not to exceed \$2,202,788 to purchase Head Start Delegate Agency childcare services for the period January 1, 2020 through December 31, 2020. (100% Federal)
- C. 32** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Jamal Julian Zaka, M.D., effective January 1, 2020, to increase the payment limit by \$49,000 to a new payment limit of \$231,000, to provide additional pulmonology services to Contra Costa Regional Medical Center and Health Center patients with no change in the term April 1, 2019 through March 31, 2020. (100% Hospital Enterprise Fund I)
- C. 33** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to the purchase order with GE Precision Healthcare, Inc., to extend the term from December 31, 2019 through February 14, 2020 and to increase the payment limit by \$200,000 to a new payment limit of \$426,000 for the maintenance of imaging systems at the Contra Costa Regional Medical Center and Contra Costa Health Centers. (100% Hospital Enterprise Fund I)
- C. 34** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Medical Information Technology, Inc., in an amount not to exceed \$571,000 for the license, implementation and annual maintenance of software modules for the period February 1, 2020 through January 31, 2023. (100% Hospital Enterprise Fund I)

### **Other Actions**

- C. 35** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute an amended and restated memorandum of understanding with the cities and water agencies in east Contra Costa County regarding coordinating groundwater management of the East Contra Costa Subbasin, and take related actions. (In-kind services performed by County staff, funded by the Water Agency)

- C. 36** ADOPT Resolution No. 2020/36 conditionally providing for the issuance of multifamily housing revenue bonds in an aggregate amount not to exceed \$80,000,000 to finance the acquisition and rehabilitation of Hacienda Apartments, a 150-unit multifamily residential rental housing development located at 1300 Roosevelt Avenue in the City of Richmond, and approving related actions, as recommended by the Conservation and Development Director. (No fiscal impact)
- C. 37** DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide. (No fiscal impact)
- C. 38** APPROVE and AUTHORIZE the donation of surplus County property located at 200 Lake Avenue, in Rodeo, to the Young Men's Christian Association of the East Bay, a California non-profit corporation, and take related actions under the California Environmental Quality Act, as recommended by the Public Works Director. (100% General Fund)
- C. 39** APPROVE and AUTHORIZE the conveyance of a 4.79-acre parcel, from the City of Antioch, located on Delta Fair Boulevard, Antioch, adjacent to the County's Children and Family Services Center, and take related actions under the California Environmental Quality Act, as recommended by the Public Works and Health Services Director. (100% Homeless Emergency Aid Program funds - State funds)
- C. 40** APPROVE and AUTHORIZE the expenditure of up to \$2,160 for costs associated with employee Anna Kornblum's attendance at the Federal Bureau of Investigation National Academy from March 30, 2020 through June 5, 2020. (100% General Fund)
- C. 41** AUTHORIZE the destruction of County Records maintained by the Merit Board after a 10-year retention period, as recommended by the Human Resources Director.
- C. 42** ACCEPT the 2019 year-end report on the activities of the Public Protection Committee and APPROVE disposition of referrals, as recommended by the Public Protection Committee. (No fiscal impact)
- C. 43** APPROVE changes to the Medical Staff Bylaws and Rules and Regulations, as recommended by the Medical Executive Committee, the Joint Conference Committee and Health Services Director.



- C. 44** ADOPT Resolution No. 2020/48 authorizing the issuance and sale of "Antioch Unified School District, School Facilities Improvement District No. 1 General Obligation Bonds, Election of 2008, Series E" in an amount not to exceed \$10,750,000 by the Antioch Unified School District on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code, as recommended by the County Administrator. (No County fiscal impact)
- C. 45** APPROVE the list of providers recommended by Contra Costa Health Plan's Peer Review and Credentialing Committee on January 14, 2020, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.
- C. 46** AUTHORIZE the Conservation and Development Director to sign Letter of Intent for County participation with MCE, Contra Costa Transportation Authority, and other partners in the California Electric Vehicle Infrastructure Project. (No fiscal impact)

### **GENERAL INFORMATION**

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402, including as the Housing Authority and the Successor Agency to the Redevelopment Agency. Persons who wish to address the Board 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 Supervisors less than 96 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 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 Board 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 Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

The County 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.

Forms are available to anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda. Forms may be obtained at the Office of the County Administrator or Office of the Clerk of the Board, 651 Pine Street, Martinez, California.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 335-1900 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed:

[www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us)

### **STANDING COMMITTEES**

The **Airport Committee** (Supervisors Karen Mitchoff and Diane Burgis) meets quarterly on the second Wednesday of the month at 11:00 a.m. at the Director of Airports Office, 550 Sally Ride Drive, Concord.

The **Family and Human Services Committee** (Supervisors John Gioia and Candace Andersen) meets on the fourth Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Finance Committee** (Supervisors John Gioia and Karen Mitchoff) meets on the first Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Hiring Outreach Oversight Committee** (Supervisors Federal D. Glover and John Gioia) meets quarterly on the first Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Internal Operations Committee** (Supervisors Candace Andersen and Diane Burgis) meets on the second Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Legislation Committee** (Supervisors Karen Mitchoff and Diane Burgis) meets on the second Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Public Protection Committee** (Supervisors Andersen and Federal D. Glover) meets on the fourth Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Sustainability Committee** (Supervisors Federal D. Glover and John Gioia) meets on the fourth Monday of every other month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Transportation, Water & Infrastructure Committee** (Supervisors Candace Andersen and Karen Mitchoff) meets on the second Monday of the month at 9:00 a.m. in Room 101, County

Administration Building, 651 Pine Street, Martinez.

|  |   |            |           |
|--|---|------------|-----------|
| Airports Committee                               | February 12, 2020                       | 11:00 a.m. | See above |
| Family & Human Services Committee                | February 24, 2020                       | 9:00 a.m.  | See above |
| Finance Committee                                | March 2, 2020 Canceled<br>April 6, 2020 | 9:00 a.m.  | See above |
| Hiring Outreach Oversight Committee              | March 9, 2020 special meeting           | 9:30 a.m.  | Room 108  |
| Internal Operations Committee                    | March 9, 2020                           | 10:30 a.m. | See above |
| Legislation Committee                            | March 9, 2020                           | 1:30 p.m.  | See above |
| Public Protection Committee                      | February 24, 2020                       | 10:30 a.m. | See above |
| Sustainability Committee                         | April 27, 2020                          | 1:00 p.m.  | See above |
| Transportation, Water & Infrastructure Committee | March 9, 2020                           | 9:00 a.m.  | See above |

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

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

Contra Costa County 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
- AICP** American Institute of Certified Planners
- AIDS** Acquired Immunodeficiency Deficiency Syndrome
- ALUC** Airport Land Use Commission
- AOD** Alcohol and Other Drugs
- 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
- BCDC** Bay Conservation & Development Commission
- BGO** Better Government Ordinance
- BOS** Board of Supervisors
- CALTRANS** California Department of Transportation
- CalWIN** California Works Information Network

**CalWORKS** California Work Opportunity and Responsibility to Kids  
**CAER** Community Awareness Emergency Response  
**CAO** County Administrative Officer or Office  
**CCE** Community Choice Energy  
**CCCPFD (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  
**CDBG** Community Development Block Grant  
**CFDA** Catalog of Federal Domestic Assistance  
**CEQA** California Environmental Quality Act  
**CIO** Chief Information Officer  
**COLA** Cost of living adjustment  
**ConFire (CCCFPD)** Contra Costa County Fire Protection District  
**CPA** Certified Public Accountant  
**CPI** Consumer Price Index  
**CSA** County Service Area  
**CSAC** California State Association of Counties  
**CTC** California Transportation Commission  
**dba** doing business as  
**DSRIP** Delivery System Reform Incentive Program  
**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  
**EPSDT** Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)  
**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**F&HS** Family and Human Services Committee  
**First 5** First Five Children and Families Commission (Proposition 10)  
**FTE** Full Time Equivalent  
**FY** Fiscal Year  
**GHAD** Geologic Hazard Abatement District  
**GIS** Geographic Information System  
**HCD** (State Dept of) Housing & Community Development  
**HHS** (State Dept of) Health and Human Services  
**HIPAA** Health Insurance Portability and Accountability Act  
**HIV** Human Immunodeficiency Virus  
**HOME** Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households  
**HOPWA** Housing Opportunities for Persons with AIDS Program  
**HOV** High Occupancy Vehicle  
**HR** Human Resources  
**HUD** United States Department of Housing and Urban Development

**IHSS** In-Home Supportive Services  
**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  
**LVN** Licensed Vocational Nurse  
**MAC** Municipal Advisory Council  
**MBE** Minority Business Enterprise  
**M.D.** Medical Doctor  
**M.F.T.** Marriage and Family Therapist  
**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  
**OB-GYN** Obstetrics and Gynecology  
**O.D.** Doctor of Optometry  
**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  
**Psy.D.** Doctor of Psychology  
**RDA** Redevelopment Agency  
**RFI** Request For Information  
**RFP** Request For Proposal  
**RFQ** Request For Qualifications  
**RN** Registered Nurse  
**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  
**VA** Department of Veterans Affairs  
**vs.** versus (against)  
**WAN** Wide Area Network

**WBE** Women Business Enterprise

**WCCHD** West Contra Costa Healthcare District

**WCCTAC** West Contra Costa Transportation Advisory Committee



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: February 11, 2020

Subject: APPROVE the Mayhew Way and Cherry Ln Trail Crossing Enhancements Project and take related actions under the California Environmental Quality Act.

**RECOMMENDATION(S):**

ADOPT Resolution No. 2020/37 approving and authorizing the Public Works Director, or designee, to submit a 2020/37 Transportation Development Act (TDA) Grand Application to the Metropolitan Transportation Commission in the total amount of \$100,000 for fiscal year 2020/2021 for the Mayhew Way and Cherry Lane Trail Crossing Enhancements Project.

APPROVE the Mayhew Way and Cherry Lane Trail Crossing Enhancements Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Pleasant Hill and Walnut Creek areas. [County Project No. WO1025, DCD-CP#19-43] (District IV).

DETERMINE the Project is a California Environmental Quality Act (CEQA), Class 15301(c) Categorical Exemption, pursuant to Article 19, Section 15301 of the CEQA Guidelines, and

DIRECT the Director of Conservation and Development to file a Notice of Exemption with the County Clerk, and

AUTHORIZE the Public Works Director, or designee, to arrange for payment of a \$25 fee to Conservation and Development for processing, and a \$50 fee to the County Clerk for filing the Notice of Exemption.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Laura Cremin (925)  
313-2015

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

By: , Deputy

cc: Ave Brown - Environmental Division Manager, Laura Cremin-Environmental Services

FISCAL IMPACT:

Estimated Project cost: \$311,000. This project will be funded approximately 68% Local Road Funds and 32% Transportation Development Act Funds.

BACKGROUND:

The purpose of this project is to improve trail user safety at two existing crosswalks located in unincorporated Walnut Creek. The crosswalks are for East Bay Regional Park District Trail crossings. The project consists of installing rectangular rapid flashing beacons (RRFB) for two crosswalk locations: 1) at the intersection of Mayhew Way and Iron Horse Regional Trail; and 2) at the intersection of Cherry Lane and Contra Costa Canal Trail. The RRFBs will include a passive detection system which automatically activates the flasher for trail users. Both trail crossings will be constructed to comply with the Americans with Disabilities Act (ADA) and pavement will be re-stripped with high visibility yield lines. At the Mayhew Way crossing, bulb-out islands will be installed for traffic calming.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may result in a delay of design, construction, and may jeopardize funding.

ATTACHMENTS

Resolution No. 2020/37

CEQA Document

Attachment A and B



**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 02/11/2020 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2020/37**

IN THE MATTER OF APPROVING and AUTHORIZING the Public Works Director, or designee, to submit a 2020/2021 Transportation Development Act (TDA) grant application to the Metropolitan Transportation Commission (MTC) in the total amount of \$100,000 for Fiscal Year 2020/2021 for the Mayhew Way and Cherry Lane Trail Crossing Enhancements Project, Pleasant Hill and Walnut Creek areas.

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No.4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and WHEREAS, the CONTRA COSTA COUNTY desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists; now, therefore, be it

NOW, THEREFORE, BE IT RESOLVED, that the CONTRA COSTA COUNTY declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it FURTHER BE IT RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the CONTRA COSTA COUNTY to carry out the project; and FURTHER BE IT RESOLVED, that the project has been reviewed by the Bicycle Advisory Committee (BAC) of CONTRA COSTA COUNTY; and FURTHER BE IT RESOLVED, that the Contra Costa County attests to the accuracy of and approves the statements in Attachment A to this resolution; and FURTHER BE IT RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of CONTRA COSTA COUNTY for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

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.

**Contact: Laura Cremin (925) 313-2015**

**ATTESTED: February 11, 2020**

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

By: , Deputy

**cc:** Ave Brown - Environmental Division Manager, Laura Cremin-Environmental Services

PUBLIC WORKS DEPARTMENT  
INITIAL STUDY OF  
ENVIRONMENTAL SIGNIFICANCE

PROJECT NUMBER: WO#1025  
CP# 19-43

PROJECT NAME: Mayhew Way and Cherry Lane Trail Crossing Enhancements

PREPARED BY: Laura Cremin, Environmental Services Division <sup>MB</sup> DATE: January 6, 2020

APPROVED BY: [Signature] DATE: 1/10/2020

RECOMMENDATIONS:

- Categorical Exemption: §15301(c)  Negative Declaration
- Environmental Impact Report Required  Conditional Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The project consists of minor alterations of existing streets and sidewalks, involving negligible expansion of existing or former use, pursuant to section 15301(c) of the State CEQA Guidelines.

What changes to the project would mitigate the identified impacts: N/A

|                               |                        |               |
|-------------------------------|------------------------|---------------|
| USGS Quad Sheet: Walnut Creek | Base Map Sheet #: L-14 | Parcel #: N/A |
|-------------------------------|------------------------|---------------|

GENERAL CONSIDERATIONS:

1. **Location:** The project is located at the intersection of Mayhew Way and Iron Horse Regional Trail and the intersection of Cherry Lane and Contra Costa Canal Trail in unincorporated Walnut Creek and the border of the City of Pleasant Hill in Central Contra Costa County (Figures 1 – 2).

2. **Project Description:**  
The purpose of this project is to improve trail user safety at two existing crosswalks located in unincorporated Walnut Creek. The crosswalks are for East Bay Regional Park District trail crossings.

The project consists of installing rectangular rapid flashing beacons (RRFB) for two crosswalk locations: 1) at the intersection of Mayhew Way and Iron Horse Regional Trail; and 2) at the intersection of Cherry Lane and Contra Costa Canal Trail. The project will be coordinated with the East Bay Regional Park District, the Contra Costa Water District, the Iron Horse Corridor Management Program Advisory Committee, other utility agencies, and other stakeholders in the area.

The RRFBs will include a passive detection system which automatically activates the flasher for trail users (Figure 3 – 4). At the Cherry Lane intersection, RRFBs will be powered by existing electrical meters and existing pedestrian push-buttons may be co-opted. Both trail crossings will be constructed to comply with the Americans with Disabilities Act (ADA), including Detectable Warning Surfaces. At both trail crossing locations, pavement will be re-stripped with yield lines (in a "shark's teeth" pattern) to increase visibility. At the Mayhew Way crossing, bulb-out islands will be installed for traffic calming. The maximum depth of excavation will be approximately five feet for installation of the RRFB posts. An excavation depth of approximately three feet will be required for utility trenching across the roadway and for bulb-out construction.

Real Property transactions may be required. Utility adjustments or relocation may be necessary in support of the project. Temporary full or partial lane closures may be necessary during construction. If closures are necessary, traffic control will be implemented. At least one lane will remain open and emergency vehicles will have access at all times. No tree removal is anticipated, however some vegetation removal may be necessary throughout the project area to improve crosswalk visibility. If construction or disturbance to trees or vegetation is conducted during the breeding season for migratory birds and raptors (generally February 15 through August 31), a nesting bird survey will be conducted prior to construction. Best Management Practices (BMPs) will be implemented during construction. General Plan Conformance will be necessary from the City of Pleasant Hill.

- 3. **Does it appear that any feature of the project will generate significant public concern?**  
 Yes  No  maybe (Nature of concern):
- 4. **Will the project require approval or permits by other than a County agency?**  
 Yes  No
- 5. **Is the project within the Sphere of Influence of any city?** Yes, both crosswalk locations are within the Sphere of Influence of Walnut Creek



**CONTRA COSTA COUNTY**  
**Department of Conservation & Development**  
**Community Development Division**  
**30 Muir Road**  
**Martinez, CA 94553**  
**Telephone: 925-674-7205**

**TO:** Development Engineer/Architect

**DATE:** 1/7/20

**FROM:** Will Nelson, Advance Planning

(WTR)

**SUBJECT: MANDATORY REFERRAL FOR GENERAL PLAN CONFORMANCE**

Community Development staff has reviewed the attached project, **CP#19-43** to determine if mandatory referral for General Plan Conformance, as required by Government Code Section 65402, is necessary.

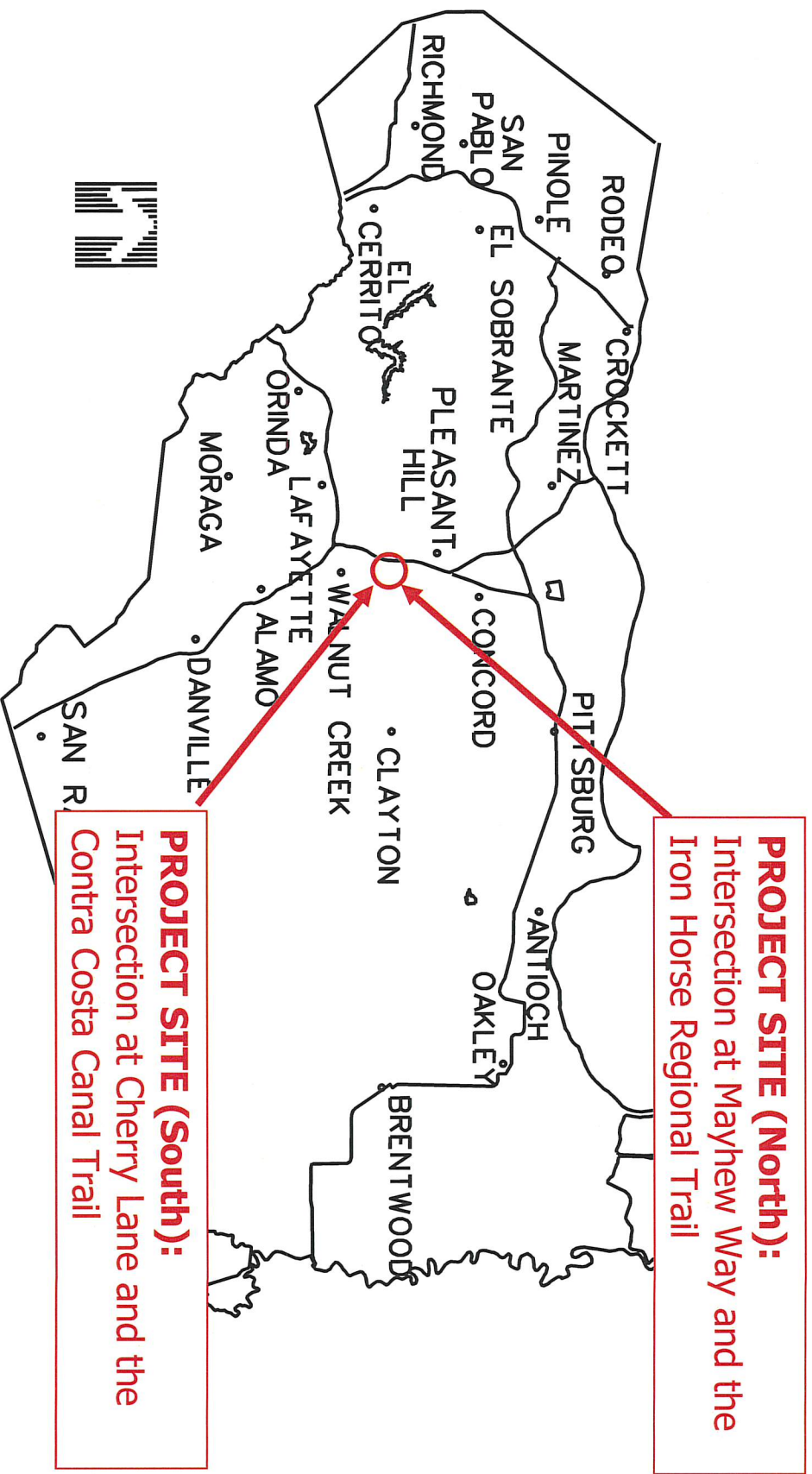
The project needs no further mandatory referral clearance from County staff subject to the following actions:

- Staff has determined that further 65402 review is not necessary.
- This project has been determined to be exempt from 65402 review in accordance with the Board of Supervisors Resolution 81/522 because the project involves a road alignment project of a minor nature.
- The project site is located within the City of \_\_\_\_\_. Our Department does not review projects for General Plan Conformance, which are located within a City (refer to Government Code Section 65402).
- Staff makes the following attached recommendation which should be incorporated into the staff report on this matter.

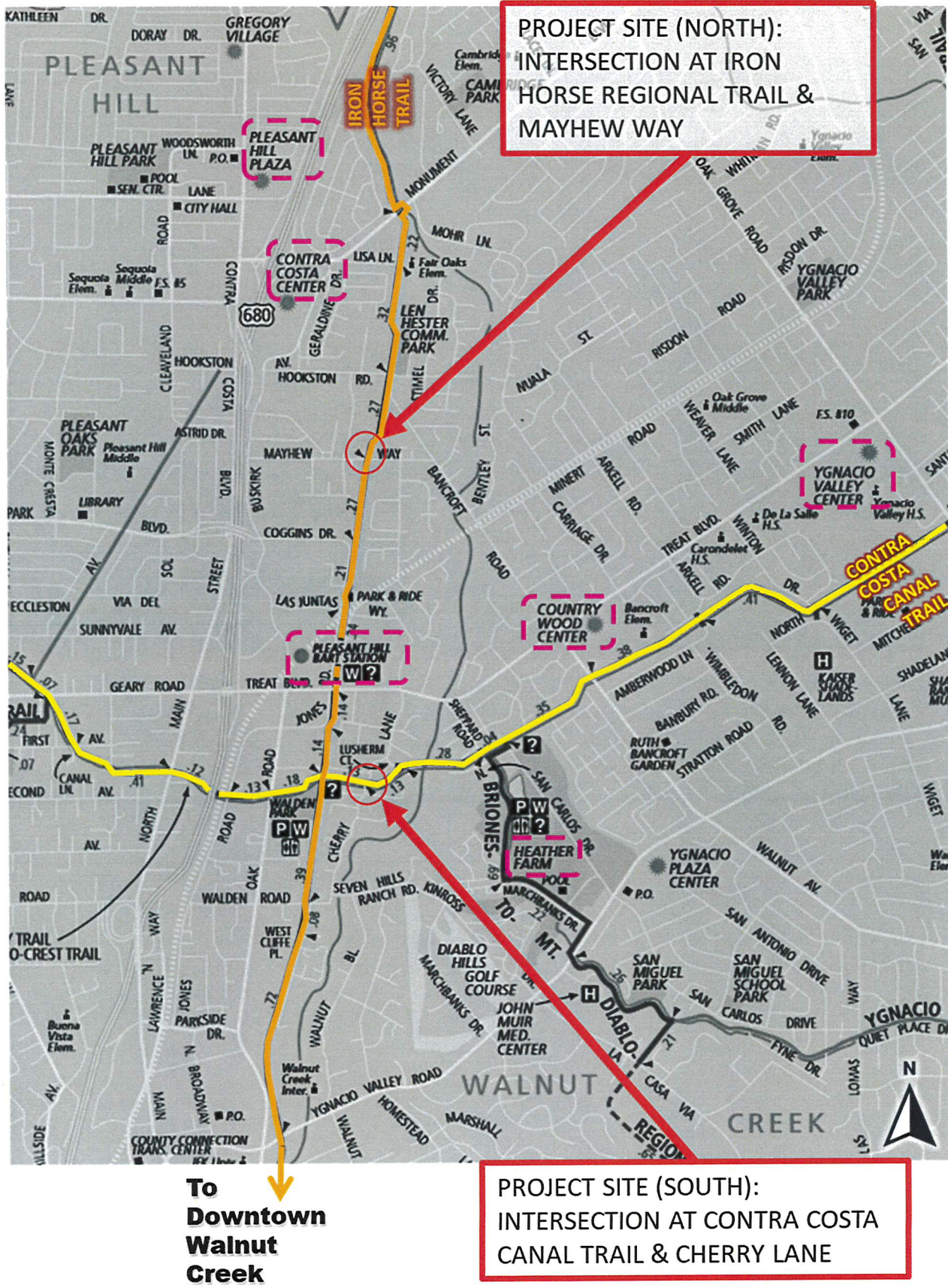
This project needs mandatory referral and County staff will process this project in the following manner:

- 65402 review is required. Staff will carry this matter before County Zoning Administrator.
- 65402 review must be withheld until completion of an Environmental Impact Report on this project.
- Other procedures.

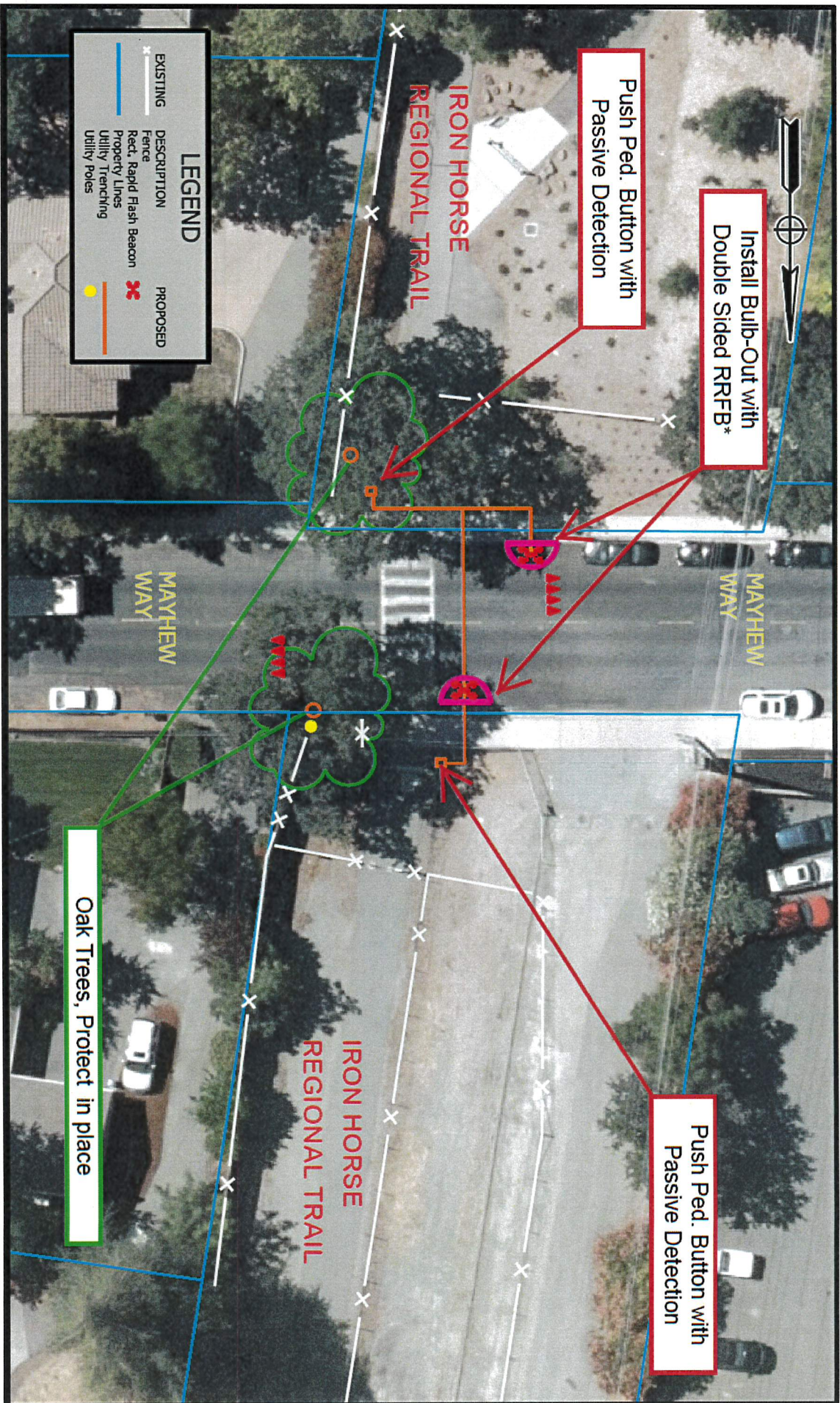
# CONTRA COSTA CALIFORNIA COUNTY



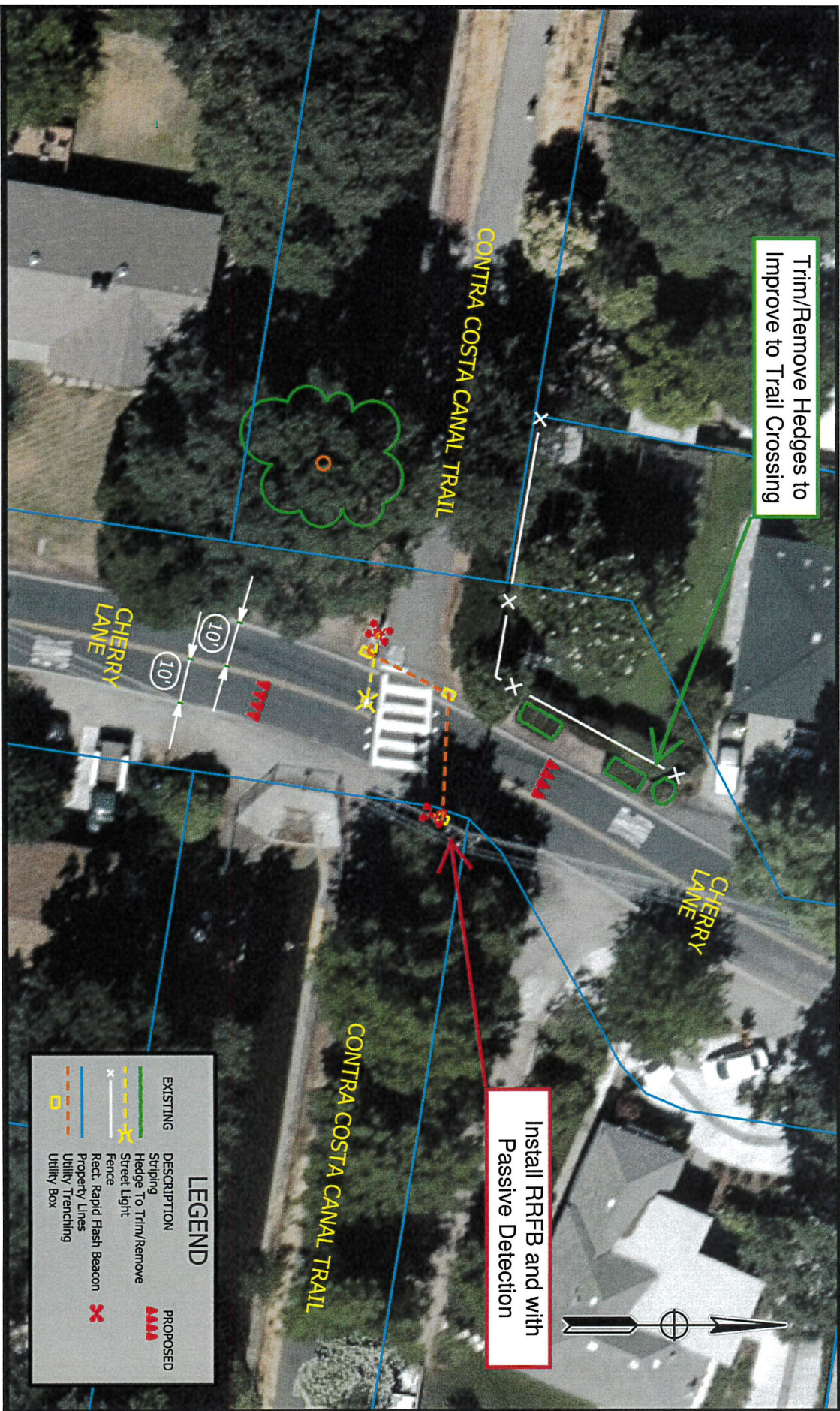
**FIGURE 1: Regional Location Map**  
Mayhew Way and Cherry Lane Trail Crossing Enhancements Project



**FIGURE 2: Project Vicinity Map**  
Mayhew Way and Cherry Lane Trail Crossing Enhancements Project



**FIGURE 3: Proposed Layout, North Site (Mayhew Way Crossing)  
Mayhew Way and Cherry Lane Trail Crossing Enhancements Project**



**FIGURE 4: Proposed Layout, South Site (Cherry Lane Crossing)  
Mayhew Way and Cherry Lane Trail Crossing Enhancements Project**

CALIFORNIA ENVIRONMENTAL QUALITY ACT  
**Notice of Exemption**

To:  Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

From: Contra Costa County  
Dept. of Conservation & Development  
30 Muir Road  
Martinez, CA 94553

County Clerk  
County of: Contra Costa

**Project Title:** Mayhew Way and Cherry Lane Trail Crossing Enhancements  
**Project No. WO1025, CP#19-43**

**Project Applicant:** Contra Costa County Public Works Department,  
255 Glacier Drive Martinez, CA 94553

**Project Location:** The intersection of Mayhew Way and Iron Horse Regional Trail and the intersection of Cherry Lane and Contra Costa Canal Trail in unincorporated Walnut Creek in Central Contra Costa County.

**Lead Agency:** **Contra Costa County Department of Conservation and Development**

**Description of Nature, Purpose and Beneficiaries of Project:** The purpose of this project is to improve trail user safety at two existing crosswalks located in unincorporated Walnut Creek and on the border of the City of Pleasant Hill. The crosswalks are for East Bay Regional Park District trail crossings.

The project consists of installing rectangular rapid flashing beacons (RRFB) for two crosswalk locations: 1) at the intersection of Mayhew Way and Iron Horse Regional Trail; and 2) at the intersection of Cherry Lane and Contra Costa Canal Trail. The project will be coordinated with the East Bay Regional Park District, the Contra Costa Water District, the Iron Horse Corridor Management Program Advisory Committee, other utility agencies, and other stakeholders in the area.

The RRFBs will include a passive detection system which automatically activates the flasher for trail users. At the Cherry Lane intersection, RRFBs will be powered by existing electrical meters and existing pedestrian push-buttons may be co-opted. Both trail crossings will be constructed to comply with the Americans with Disabilities Act (ADA), including Detectable Warning Surfaces. At both trail crossing locations, pavement will be re-stripped with yield lines (in a "shark's teeth" pattern) to increase visibility. At the Mayhew Way crossing, bulb-out islands will be installed for traffic calming. The maximum depth of excavation will be approximately five feet for installation of the RRFB posts. An excavation depth of approximately three feet will be required for utility trenching across the roadway and for bulb-out construction.

Real Property transactions may be required. Utility adjustments or relocation may be necessary in support of the project. Temporary full or partial lane closures may be necessary during construction. If closures are necessary, traffic control will be implemented. At least one lane will remain open and emergency vehicles will have access at all times. No tree removal is anticipated, however some vegetation removal may be necessary throughout the project area to improve crosswalk visibility. If construction or disturbance to trees or vegetation is conducted during the breeding season for migratory birds and raptors (generally February 15 through August 31), a nesting bird survey will be conducted prior to construction. Best Management Practices (BMPs) will be implemented during construction. General Plan Conformance will be necessary from the City of Pleasant Hill.

Name of Public Agency Approving Project: **Contra Costa County**  
Name of Person or Agency Carrying Out Project: **Contra Costa County Public Works Department**

**Exempt Status:**

- Ministerial Project (Sec. 21080(b)(1); 15268);  Categorical Exemption: Class 15301(c)  
 Declared Emergency (Sec. 21080(b)(3); 15269(a));  Other Statutory Exemption, Code No.: \_\_\_\_\_  
 Emergency Project (Sec. 21080(b)(4); 15269(b)(c));  Common Sense Exemption [Section 15061 (b)(3)]

**Reasons why project is exempt:** The project consists of minor alterations of existing streets and sidewalks, involving negligible expansion of existing or former use, pursuant to section 15301(c) of the CEQA guidelines.

Lead Agency Contact Person: Laura Cremin- Public Works Dept. Area Code/Telephone/Extension: **(925) 313-2015**

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

**Contra Costa County Department of Conservation and Development**

Signed by Lead Agency  Signed by Applicant

**AFFIDAVIT OF FILING AND POSTING**

I declare that on \_\_\_\_\_ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Applicant:**

Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Attn: **Laura Cremin**  
Environmental Services Division  
Phone: (925) 313-2015

**Department of Fish and Game Fees Due**

- EIR - \$3,343.<sup>25</sup>  
 Neg. Dec. - \$2,406.<sup>75</sup>  
 DeMinimis Findings - \$0  
 County Clerk - \$50  
 Conservation & Development - \$25

**Total Due: \$ 75**

Total Paid \$ \_\_\_\_\_

Receipt #: \_\_\_\_\_



Attachment A to Resolution No. 2020/37

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2020/2021 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

**Findings**

Page 1 of 1

1. That the Contra Costa County is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the Contra Costa County legally impeded from undertaking the project(s) described in “Attachment B” of this resolution.
2. That the Contra Costa County has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the Contra Costa County within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the Contra Costa County agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Attachment B

**TDA Article 3 Project Application Form**

Fiscal Year of this Claim: **2020/2021** Applicant: **Contra Costa County Public Works**

Contact person: **Jeff Valeros**

Mailing Address: **255 Glacier Drive, Martinez, CA 94553**

E-Mail Address: **jeff.valeros@pw.cccounty.us** Telephone: **925-313-2031**

Secondary Contact (in event primary not available)

E-Mail Address: **larry.leong@pw.cccounty.us** Telephone: **925-313-2026**

**Short Title Description of Project: Mayhew Way and Cherry Lane Trail Crossing Enhancements**

Amount of claim: **\$100,000**

**Functional Description of Project:**

**The purpose of this project is to improve safety for trail users at the regional trail crossings at the Iron Horse Trail and Mayhew Way intersection and at the Contra Costa Canal Trail and Cherry Lane intersection. Rectangular rapid flash beacons (RRFBs) with passive detection are the main enhancements to be installed at these two intersections.**

**Financial Plan:**

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

**Project Elements: Engineering and Construction**

| Funding Source          | All Prior FYs | Application FY | Next FY | Following FYs | Totals    |
|-------------------------|---------------|----------------|---------|---------------|-----------|
| TDA Article 3           |               | \$100,000      |         |               | \$100,000 |
| list all other sources: |               |                |         |               |           |
| 1. Local Funds          |               | \$211,000      |         |               | \$211,000 |
| 2.                      |               |                |         |               |           |
| 3.                      |               |                |         |               |           |
| 4.                      |               |                |         |               |           |
| <b>Totals</b>           |               | \$311,000      |         |               | \$311,000 |

| Project Eligibility:  | YES?/NO? |
|---|----------|
| <b>A.</b> Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated). <a href="#">February 11, 2020</a>  | PENDING  |
| <b>B.</b> Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.  | NO       |
| <b>C.</b> For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: <a href="http://www.dot.ca.gov">http://www.dot.ca.gov</a> ).                      | YES      |
| <b>D.</b> Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: <a href="#">December 9, 2019</a>  | YES      |
| <b>E.</b> Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction). | YES      |
| <b>F.</b> Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) <a href="#">12/2022</a>  | YES      |
| <b>G.</b> Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)                    | YES      |



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: February 11, 2020

Subject: APPROVE the Westminster and Kenyon Avenue Accessibility Project and take related actions under the California Environmental Quality Act.

---

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Sandeep Singh, (925)  
313-2022

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

By: , Deputy

cc: Ave Brown - Environmental Division Manager, Sandeep Singh-Environmental Services

RECOMMENDATION(S): (CONTD)

ADOPT Resolution No. 2020/38 approving and authorizing the Public Works Director, or designee, to submit a 2020/2021 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission in the total amount of \$491,000 for fiscal year 2020/2021 for the Westminster and Kenyon Avenue Accessibility Project.

APPROVE the Westminster and Kenyon Avenue Accessibility Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project. Kensington area. [County Project No. 0676-6P1025, DCD-CP#19-44] (District I).

DETERMINE the Project is a California Environmental Quality Act (CEQA), Class 1(c) Categorical Exemption, pursuant to Article 19, Section 15301 of the CEQA Guidelines, and

DIRECT the Director of Conservation and Development to file a Notice of Exemption with the County Clerk, and

AUTHORIZE the Public Works Director, or designee, to arrange for payment of a \$25 fee to Conservation and Development for processing, and a \$50 fee to the County Clerk for filing the Notice of Exemption.

FISCAL IMPACT:

Estimated Project cost: \$491,000. This project will be funded approximately 80% Local Road Funds and 20% Transportation Development Act Funds.

BACKGROUND:

The purpose of this project is to improve the pedestrian infrastructure in the unincorporated Kensington area by providing ADA compliant curb ramps along Westminster Avenue and Kenyon Avenue. This area experiences a large volume of pedestrian and vehicular traffic during school drop-off and pick-up hours for Kensington Elementary School. The project consists of installing 14 curb ramps at selected intersections near Kensington Elementary School, Kensington Park, Kensington Community Center, and Kensington Library. In general, the construction process for curb ramps will consist of saw-cutting, concrete removal, base rock placement and compaction, formwork construction, and concrete placement. The old curb ramps that need to be upgraded and partial sidewalks will be demolished to make room for improvements. Excavation will be made to the required depth to accommodate forms for concrete placement, and is estimated to be 3 feet. The existing drainage inlets and valley gutters may be modified as needed.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may result in a delay of design, construction, and may jeopardize funding.

ATTACHMENTS

Resolution No. 2020/38

CEQA Document

Attachment A & B for Resolution No. 2020/38

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 02/11/2020 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2020/38**

IN THE MATTER OF APPROVING and AUTHORIZING the Public Works Director, or designee, to submit a 2020/2021 Transportation Development Act (TDA) grant application to the Metropolitan Transportation Commission (MTC) in the total amount of \$100,000 for Fiscal Year 2020/2021 for the Westminster and Kenyon Avenue Accessibility Project, Kensington

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No.4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and WHEREAS, CONTRA COSTA COUNTY desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists; now, therefore, be it

NOW, THEREFORE, BE IT RESOLVED, that CONTRA COSTA COUNTY declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it FURTHER BE IT RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the CONTRA COSTA COUNTY to carry out the project; and FURTHER BE IT RESOLVED, that the project has been reviewed by the Bicycle Advisory Committee (BAC) of CONTRA COSTA COUNTY; and FURTHER BE IT RESOLVED, that CONTRA COSTA COUNTY attests to the accuracy of and approves the statements in Attachment A to this resolution; and FURTHER BE IT RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of CONTRA COSTA COUNTY for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

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.

**Contact: Sandeep Singh, (925) 313-2022**

**ATTESTED: February 11, 2020**

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

By: , Deputy

**cc:** Ave Brown - Environmental Division Manager, Sandeep Singh-Environmental Services

Contra  
Costa  
County

PUBLIC WORKS DEPARTMENT  
INITIAL STUDY OF  
ENVIRONMENTAL SIGNIFICANCE

PROJECT NUMBER: 0676-6P1025  
CP# 19-44

PROJECT NAME: Westminster and Kenyon Avenue Accessibility Project

PREPARED BY: Sandeep Singh, Environmental Services Division <sup>AB</sup> DATE: January 21, 2020

APPROVED BY: *Jan B. Moore* DATE: 1/21/2020

RECOMMENDATIONS:

- Categorical Exemption: §15301 [Class 1(c)]  Negative Declaration  
 Environmental Impact Report Required  Conditional Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The project consists of minor alteration of existing streets, sidewalks, and gutters with no expansion of use, pursuant to section 15301(c) of the State CEQA Guidelines.

What changes to the project would mitigate the identified impacts: N/A

|                                  |                              |                      |
|----------------------------------|------------------------------|----------------------|
| USGS Quad Sheet: <u>Richmond</u> | Base Map Sheet #: <u>M-7</u> | Parcel #: <u>N/A</u> |
|----------------------------------|------------------------------|----------------------|

GENERAL CONSIDERATIONS:

1. **Location:** The project is located at selected intersections near Kensington Elementary School, Kensington Park, Kensington Community Center, and Kensington Library in the unincorporated Kensington area [Figures 1-2].

2. **Project Description:**

The purpose of this project is to improve the pedestrian infrastructure in the unincorporated Kensington area by providing ADA compliant curb ramps along Westminster Avenue and Kenyon Avenue. This area experiences a large volume of pedestrian and vehicular traffic during school drop-off and pick-up hours for Kensington Elementary School.

The project consists of installing 14 curb ramps at selected intersections near Kensington Elementary School, Kensington Park, Kensington Community Center, and Kensington Library.

In general, the construction process for curb ramps will consist of saw-cutting, concrete removal, base rock placement and compaction, formwork construction, and concrete placement.

The old curb ramps that need to be upgraded and partial sidewalks will be demolished to make room for improvements. Excavation will be made to the required depth to accommodate forms for concrete placement, and is estimated to be 3 feet. The existing drainage inlets and valley gutters may be modified as needed.

Tree and shrubbery trimming may be necessary throughout the project area. In order to minimize damage to trees, any roots exposed during construction activities will be clean cut. Appropriate Best Management Practices (BMPs) will be implemented during construction. Utility adjustments or relocation may be necessary in support of the project. One lane will be open during construction activities. Emergency vehicles will have access at all times.

3. Does it appear that any feature of the project will generate significant public concern?

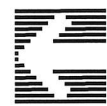
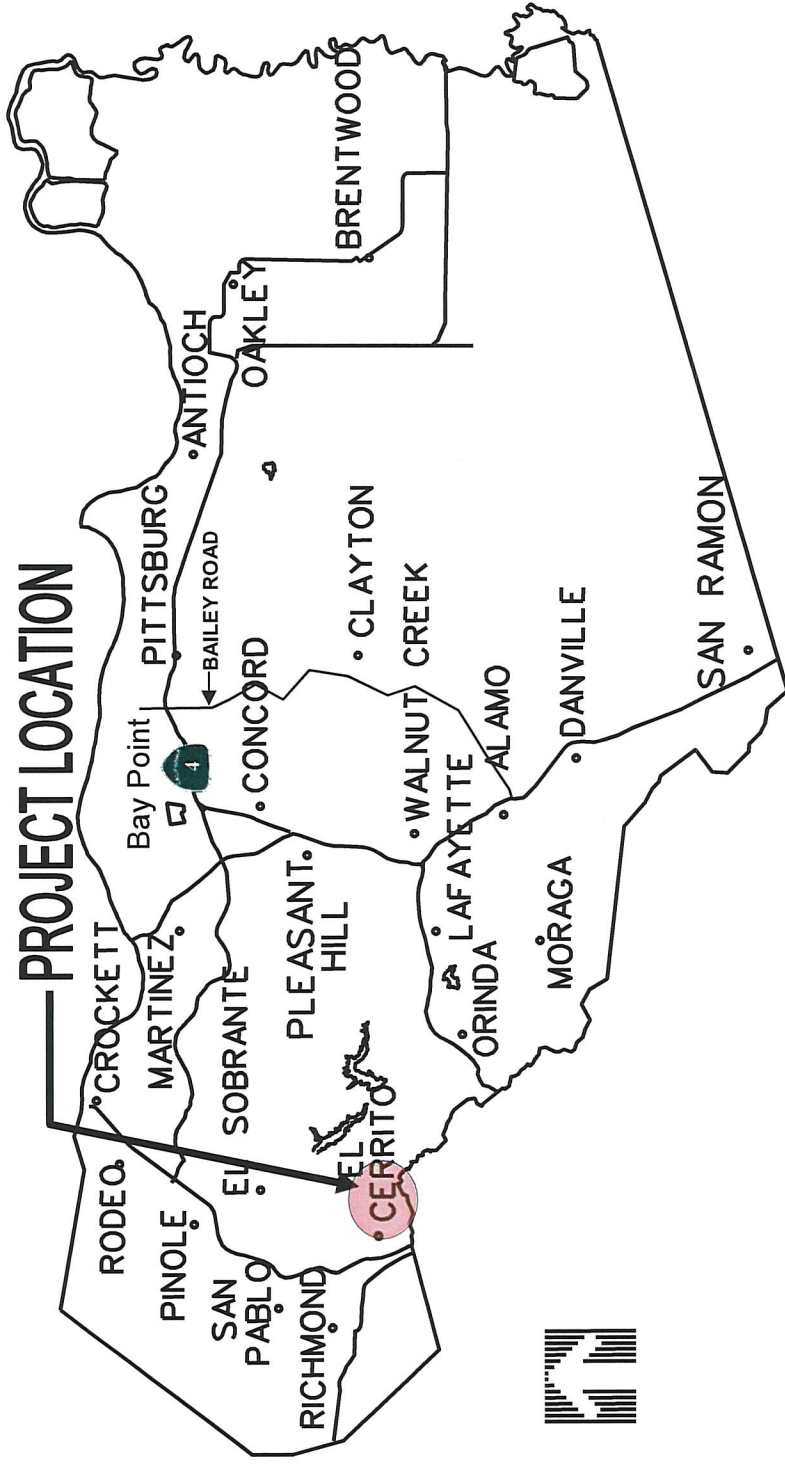
Yes  No  maybe (Nature of concern):

4. Will the project require approval or permits by other than a County agency?

Yes  No

5. Is the project within the Sphere of Influence of any city? No

# CONTRA COSTA COUNTY CALIFORNIA



Contra Costa County  
Public Works  
Department

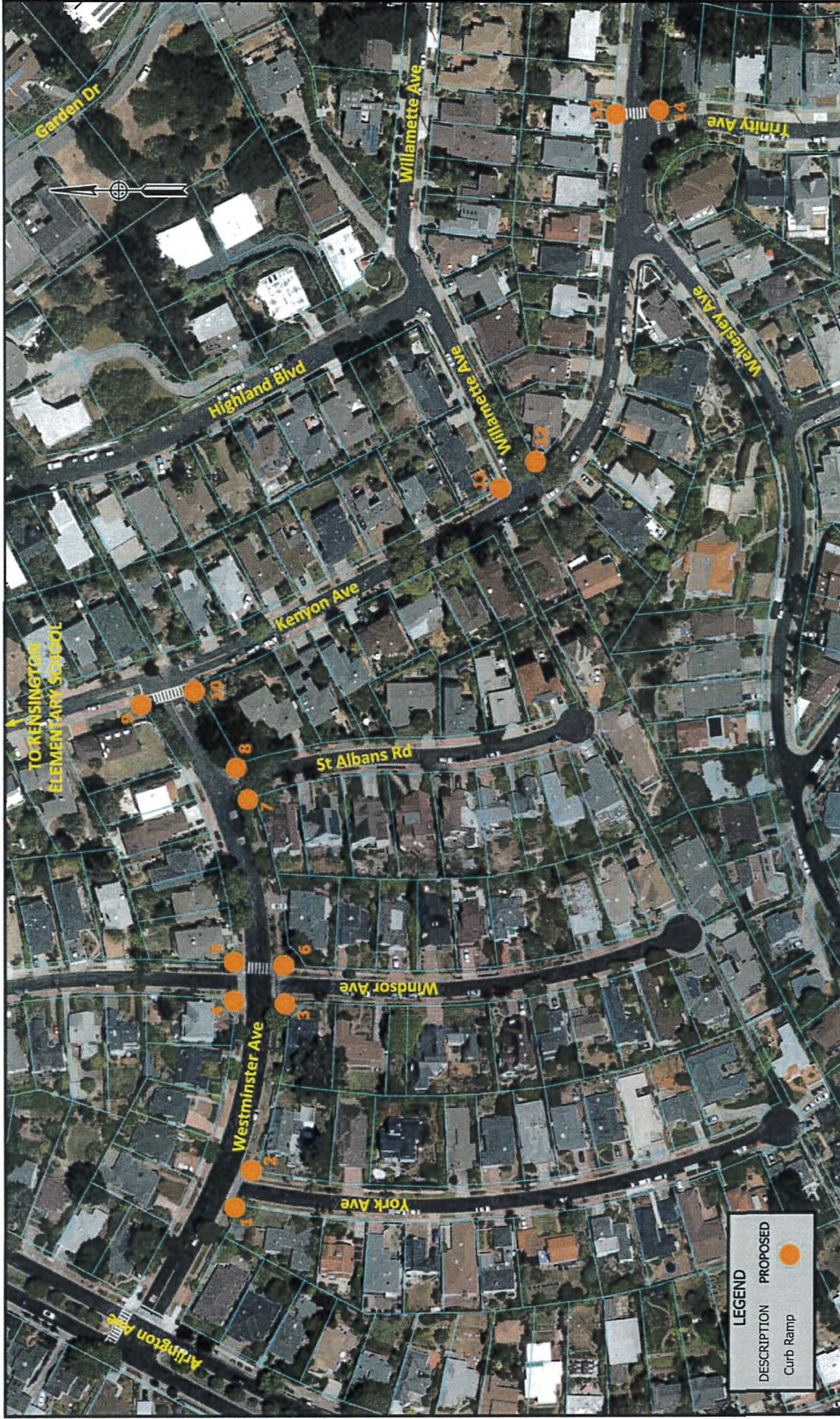
255 GLACIER DRIVE, MARTINEZ, CA 94553. PH: (925) 318-2000 FAX: (925) 313-2333

## PROJECT LOCATION MAP

Westminster and Kenyon Avenue Accessibility Project

DB: OL CB: JV DATE: NOV 19 SHEET 1 OF 1

Figure 1: Project Location Map



| LEGEND      |   |
|-------------|---|
| DESCRIPTION | PROPOSED  |
| Curb Ramp   |  |

SCALE 1:100



Contra Costa County  
Public Works  
Department  
255 GLACIER DRIVE MORTINEZ, CALIFORNIA 94553 PH: (925) 312-2000 FAX: (925) 312-2931

PRELIMINARY LAYOUT

WESTMINSTER AND KENYON AVENUE ACCESSIBILITY PROJECT

FEDERAL ID NO.: \_\_\_\_\_ DATE: NOV 2019

BB: OL CR: \_\_\_\_\_ SHEET 1 OF 1

Figure 2: Regional Location Map





Attachment A to Resolution No. 2020/38

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2020/2021  
Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

**Findings**

Page 1 of 1

1. That the Contra Costa County is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the Contra Costa County legally impeded from undertaking the project(s) described in “Attachment B” of this resolution.
2. That the Contra Costa County has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the Contra Costa County within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the Contra Costa County agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

**TDA Article 3 Project Application Form**

Fiscal Year of this Claim: 2020/2021 Applicant: Contra Costa County Public

Works Contact person: Jeff Valeros

Mailing Address: 255 Glacier Drive, Martinez, CA 94553

E-Mail Address: jeff.valeros@pw.cccounty.us Telephone: 925-313-2031

Secondary Contact (in event primary not available): Oksana Lapenok

E-Mail Address: oksana.lapenok@pw.cccounty.us Telephone: 925-313-2032

Short Title Description of Project: Westminster and Kenyon Avenue

Accessibility Project Amount of claim: \$100,000

Functional Description of Project:  
The purpose of this project is to improve the pedestrian infrastructure in Kensington by providing ADA compliant curb ramps in the vicinity of Kensington Elementary School along Westminster Avenue and Kenyon Avenue.

**Financial Plan:**

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

Project Elements: Engineering and Construction

| Funding Source          | All Prior FYs | Application FY | Next FY | Following FYs | Totals    |
|-------------------------|---------------|----------------|---------|---------------|-----------|
| TDA Article 3           |               | \$100,000      |         |               | \$100,000 |
| list all other sources: |               |                |         |               |           |
| 1. Local Funds          |               | \$391,000      |         |               | \$391,000 |
| 2.                      |               |                |         |               |           |
| 3.                      |               |                |         |               |           |
| 4.                      |               |                |         |               |           |
| <b>Totals</b>           |               | \$491,000      |         |               | \$491,000 |

| Project Eligibility:   | YES?/NO? |
|--|----------|
| <b>A.</b> Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated). <u>February 4, 2020</u>   | PENDING  |
| <b>B.</b> Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.   | NO       |
| <b>C.</b> For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: <a href="http://www.dot.ca.gov">http://www.dot.ca.gov</a> ). | YES      |
| <b>D.</b> Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: <u>December 9, 2019</u>  | YES      |



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: February 11, 2020

Subject: Notice of Completion for the San Pablo Dam Road Sidewalk Gap Improvements Project, El Sobrante area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2020/35 accepting as complete the contracted work performed by Kerex Engineering, Inc., for the San Pablo Dam Road Sidewalk Gap Improvements Project, as recommended by the Public Works Director, El Sobrante area. County Project No. 0662-6R4020, Federal Project No. HSIPL-5928(133) (District I)

**FISCAL IMPACT:**

The Project was funded by 68% Highway Safety Improvement Program Funds, 11% Transportation Development Act Funds, and 21% Local Road Funds.

**BACKGROUND:**

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of November 1, 2019.

**CONSEQUENCE OF NEGATIVE ACTION:**

The contractor will not be paid and acceptance notification will not be recorded.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Kevin Emigh  
925-313-2233

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2020/35

Recorded at the request of: Clerk of the Board

Return To: Public Works Department, Design/Construction Division

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA  
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 02/11/2020 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2020/35

The Board of Supervisors RESOLVES that:

Owner (sole): Contra Costa County, 255 Glacier Drive, Martinez, CA 94553

Nature of Stated Owner: fee and/or easement

County Project No.: 0662-6R4020, Federal Project No.: HSIPL-5928(133)

Project Name: San Pablo Dam Road Sidewalk Gap Improvements Project

Date of Work Completion: November 1, 2019

Description: Contra Costa County on May 21, 2019 contracted with Kerex Engineering, Inc., for the work generally consisting of constructing approximately 1,430 linear feet of sidewalk, driveways, driveway conforms, curb, and gutter to fill four gaps in pedestrian infrastructure on San Pablo Dam Road from Appian Way to Clark Road. Improvements also included storm drain infrastructure modifications as well as installation of historical markers to demarcate the Rancho line, all in accordance with the plans, drawings, special provisions and/or specifications prepared by or for the Public Works Director and in accordance with the accepted bid proposal. The project was located in the El Sobrante area, with Developers Surety and Indemnity Company, as surety, for work to be performed on the grounds of the County; and the Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of November 1, 2019.

Identification of real property: El Sobrante area at: San Pablo Dam Road

Fees: None

Legal References: None

Comments: None

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: February 11, 2020

Contact: Kevin Emigh 925-313-2233

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

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: February 11, 2020

Subject: Project Delivery Agreement to Caltrans for the Marsh Drive Bridge Replacement Project, Concord area.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to sign and submit a Project Delivery Agreement effective February 11, 2020 to California Department of Transportation (Caltrans) and California Transportation Commission for the extended use of Proposition 1B Local Bridge Seismic Retrofit Account funds allocated to Marsh Drive Bridge Replacement Project, Concord area. County Project No.: 0662-6R4119, Federal Project No. BRLS-5928 (128) (Districts IV & V)

**FISCAL IMPACT:**

In 2016, the Public Works Department was awarded federal and state funding for the replacement of Marsh Drive Bridge through the Federal Highway Bridge Program (HBP) and State Proposition 1B Local Bridge Seismic Retrofit Account. This Project Delivery Agreement (PDA) is a requirement tied to the use of the State Proposition 1B funds. County's failure to meet the milestone dates provided in the PDA results in the withdrawal of HBP funds for this project and the County's restriction from seeking new obligations in the Federal Highway Bridge Program.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Kevin Emigh  
925-313-2233

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

By: , Deputy

cc:



### BACKGROUND:

On November 15, 2016, the County received approval from Caltrans to act as lead agency for the replacement of Marsh Drive Bridge using federal funds. The approval included funding from Proposition 1B Local Bridge Seismic Retrofit Account Program in the amount of \$229,400 due to transfer of previous programmed funds formerly allotted to the City of Concord, the bridge co-owner, to perform a seismic retrofit. In September 2015, the City of Concord agreed to transfer their lead agency status for a seismic retrofit of this bridge to the County for a bridge replacement project. The seismic retrofit did not develop past design and environmental clearance phase and was not constructed. The 2015 decision by the City to transfer lead agency status to the County was based on a conclusion that full bridge replacement managed by the County was the best solution moving forward, not a seismic retrofit managed by the City. The continuation of Proposition 1B funds onto this bridge replacement project carries with it reporting and delivery obligations. This Project Delivery Agreement (PDA), dated February 11, 2020, is a requirement pursuant to Proposition 1B Local Bridge Seismic Retrofit Account Guidelines Resolution LB11B-G-1920-01 passed October 9, 2019 by the California Transportation Commission. The guidelines require strict adherence to the dates shown in the PDA. A consequence of failure to achieve the milestone dates is the County's restriction from seeking new obligations in the Federal Highway Bridge Program.

### CONSEQUENCE OF NEGATIVE ACTION:

A PDA for the Marsh Drive Bridge Replacement Project will not be signed and submitted, and County will be restricted from gaining new obligations from the Federal Highway Bridge Program, effectively putting a hold on the County bridge replacement program.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: February 11, 2020

Subject: Accept an Offer of Dedication for Roadway Purposes for development plan DP16-03023, Richmond area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2020/29 accepting Offer of Dedication for Roadway Purposes for DP16-03023, for a project being developed by MNCVAD-IND Richmond CA LLC, as recommended by the Public Works Director, Richmond area. (District I)

**FISCAL IMPACT:**

No Fiscal Impact.

**BACKGROUND:**

The Offer of Dedication for Roadway Purposes is required per Condition of Approval No.38.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Offer of Dedication for Roadway Purposes will not be recorded.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Randolph Sanders (925)  
313-2111

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

By: , Deputy

ATTACHMENTS

Resolution No. 2020/29

Offer of Dedication - Road  
Purposes

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA  
and for Special Districts, Agencies and Authorities Governed by the Board**

**Adopted this Resolution on 02/11/2020 by the following vote:**

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2020/29

IN THE MATTER OF accepting Offer of Dedication for Roadway Purposes for DP16-03023, for a project being developed by MNCVAD-IND Richmond CA LLC, as recommended by the Public Works Director, Richmond area. (District I)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED FOR RECORDING PURPOSES ONLY:

INSTRUMENT: Offer of Dedication for Roadway Purposes

REFERENCE: APN 408-090-049

GRANTOR: MNCVAD-IND Richmond CA LLC

AREA: Richmond

DISTRICT: I

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: February 11, 2020**

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

Contact: Randolph Sanders (925) 313-2111

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Deborah Preciado - Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Jennifer Cruz - DCD, MNCVAD-IND Richmond CA LLC

**Recorded at the request of:**

Contra Costa County  
Board of Supervisors

**Return to:**

Public Works Department  
Engineering Services Division  
Records Section

**Area:** Richmond

**Road:** Goodrick Avenue

**Co. Road No.:** 5072A

**Development No.:** DP16-3023

**APN:** 408-090-049

**OFFER OF DEDICATION - ROAD PURPOSES**

MNCVAD-IND Richmond, CA, LLC, the undersigned, being the present title owner of record of the herein described parcel of land, do hereby make an irrevocable offer of dedication to **Contra Costa County**, a political subdivision of the State of California and its successors or assigns, for street, highway landscaping and other public purposes, including maintenance thereof, the fee title to real property situated in the County of Contra Costa, State of California, as described in Exhibit "A" (written description) and shown on Exhibit "B" (plat map) attached hereto.

It is understood and agreed that **Contra Costa County** and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the Board of Supervisors, or of the local governing bodies of its successors or assigns.

The provisions hereof shall inure to the benefit of **Contra Costa County** and its successors or assigns and will be binding upon the title owner of record and that owner's heirs, successors or assigns.

The undersigned executed this instrument on            October 16, 2019            .

(Signature)

Property Owner:

MNCVAD-IND Richmond CA LLC, a Delaware limited liability company,

By: 

Print Name: Michael Hamilton

Title: VICE PRESIDENT.

(Signature)

(See attached notary)

## ACKNOWLEDGMENT

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 San Francisco)

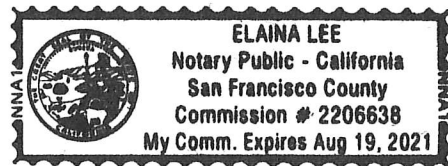
On October 16<sup>th</sup>, 2019 before me, Elaina Lee, Notary Public  
(insert name and title of the officer)

personally appeared Michael Hamilton,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elaina Lee (Seal)



Form Rev. May 1, 2003  
Approved by County Counsel – 4/29/03

## EXHIBIT "A"

### LEGAL DESCRIPTION FOR: STREET DEDICATION

All that certain real property situate in the Unincorporated Area of Contra Costa County, State of California, being a portion of Adjusted Parcel 2 as described in that certain document entitled "Grant Deed" recorded March 07, 2016 as Document No. 2016-0038624-00, Official Records of Contra Costa County, and being more particularly described as follows:

**BEGINNING** at a point on the common line between Adjusted Parcel 1 and Adjusted Parcel 2 as described in said "Grant Deed", being the most Southeasterly corner of said Adjusted Parcel 1;

Thence along said common line, **North 88°58'05 West, 10.00 feet;**

Thence leaving said common line, along a line parallel with and ten feet (10.00') westerly, measured at right angles, to the westerly right-of-way line of Goodrick Avenue, **South 01°01'58" West, 239.50 feet** to a point on the southerly line of said Adjusted Parcel 2;

Thence along said southerly line, **South 88°58'01" East, 10.00 feet** to the southeasterly corner of said Adjusted Parcel 2;

Thence along said westerly right-of-way line of Goodrick Avenue, **North 01°01'58" East, 239.50 feet** to the POINT OF BEGINNING.

Containing 2,395 square feet, more or less.

As shown on "**EXHIBIT B**" attached hereto and by this reference made a part hereof.

**Legal Description was prepared by Barber Surveying, Inc. for Ware Malcomb.**

Date 29 JAN 2018

  
Shane R. Barber LS 9097





# PROTECTOCOAT LANE

Adjusted Parcel 1  
[Doc No. 2016-0038624-00]

N 88°58'05" W 446.00'

POINT OF BEGINNING

30' 30'

GOODRICK AVENUE

**Adjusted Parcel 2**  
[Doc No. 2016-0038624-00]  
10.120± ACRES

10.00' STREET DEDICATION  
2,395 ± SQFT

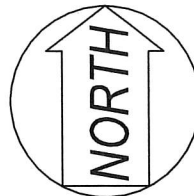
S 01°01'58" W 239.50'  
N 01°01'58" E 239.50'

S 88°58'01" E 1120.00'

LANDS OF  
255 PARR BLVD LLC

10.00'

30' 30'



## EXHIBIT "B" PLAT TO ACCOMPANY LEGAL DESCRIPTION

architecture  
planning  
interiors  
graphics  
civil engineering

**WARE MALCOMB**  
Leading Design for Commercial Real Estate

4683 chabot drive, suite 300  
pleasanton, california 94588  
p 925.244.9620  
f 925.244.9621



713 Nacomis Court (925) 344-6461  
Tracy, CA 95304

PROJECT:  
GOODRICK AVE

JOB NO.:  
SNR16-0026-00

DATE :  
JAN. 2018

SCALE:  
1" = 100'

SHEET

1

OF 1 SHEETS



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: February 11, 2020

Subject: Approve a Right of Way Contract for the Three Creeks Parkway Restoration Project and Approve the conveyance of an easement, Brentwood area.

**RECOMMENDATION(S):**

Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District (District), APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a Right of Way Contract and ACCEPT the Grant Deed from Carmel Estates Owners Association on behalf of the District for property rights located at 607 Mission Fields Lane, Brentwood, and identified as a portion of APN 017-670-040, pursuant to Section 31 of the Contra Costa County Flood Control and Water Conservation District Act, and in connection with the Three Creeks Parkway Restoration Project (Project). (Project No.: 7521-6D8176 [SCH #2016082008])

APPROVE payment of \$29,800 for said property rights and AUTHORIZE the Auditor-Controller to issue a check in said amount payable to North American Title Company, 6612 Owens Drive, Suite 100, Pleasanton, California, 94588, Escrow No. 54606-1547538-18, to be forwarded to the Real Estate Division for delivery.

APPROVE and AUTHORIZE conveyance of an easement over a portion of APN 017-670-040, as described and shown on Exhibit "A" and "B" of the Grant Easement, to Carmel Estates Owners Association, pursuant to Section 31 of the Contra Costa County Flood Control and Water Conservation District Act.

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Jewel Lopez,  
925-957-2485

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

Direct the Real Estate Division to have the above-referenced Grant Deed and Grant of Easement delivered to the Title Company for recording in the Office of the County Clerk-Recorder.

FISCAL IMPACT:

100% Drainage Area (DA) 130 funds. This amount will be reimbursed by American Rivers, District's project partner, through a funding agreement approved by the Board on January 21, 2020.

BACKGROUND:

On September 27, 2016, this Board approved the Project and adopted the Mitigated Negative Declaration SCH#2016082008.

The property is required for the Three Creeks Parkway Restoration Project, in accordance with the approved plans and specifications, which will widen Marsh Creek to allow for the needed flood conveyance and habitat restoration. The project, a joint effort by the District and American Rivers, is funded by the District and several federal, state, and private entities funds.

CONSEQUENCE OF NEGATIVE ACTION:

The Project will not have sufficient land rights to allow for construction in accordance with the approved plans and specifications.

ATTACHMENTS

Right of Way Contract

Grant Deed

Grant of Easement

**RIGHT OF WAY CONTRACT**

RW 8-3 (Rev. 6/95)

Page 1 of 5

Portion of APN: 017-670-040  
Project Name: Three Creeks Parkway  
Restoration Project  
Project No.: 7521-6D8176

Grantor: Carmel Estates Owners Association  
Address: 607 Mission Fields Lane,  
Brentwood, CA 94513

\_\_\_\_\_, California

\_\_\_\_\_, 2020

**RIGHT OF WAY CONTRACT BETWEEN CONTRA COSTA COUNTY  
FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND  
GRANTOR NAMED HEREIN**

A document in the form of a Grant Deed, dated \_\_\_\_\_, 2020, covering the property particularly described in the above instrument (Property) has been executed and delivered to Jewel Lopez, Assistant Real Property Agent for Contra Costa County (County).

In consideration of covenants and conditions set forth in this Contract, effective \_\_\_\_\_, 2020, CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the State of California, ("District") and CARMEL ESTATES OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation, ("Grantor") mutually agree as follows. The District and the Grantor are sometimes referred to herein together as the "Parties" and each as a "Party."

- 1. (A) The Parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for the property described in the Grant Deed ("Property"), and the performance of this Agreement shall relieve the District of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement to be located on the Property and other properties adjacent thereto.
- (B) District requires the Property described in the Grant Deed attached hereto and incorporated herein for reference for the construction of the Three Creeks Parkway Restoration Project ("Project"), a public use for which County has the authority to exercise the power of eminent domain. Grantor is compelled to sell and District is compelled to acquire the Property, under the terms of this Agreement.
- 2. The District shall:
  - (A) Pay the undersigned Grantor the sum of twenty nine thousand eight hundred and No/100 (\$29,800) (Purchase Price) for the Property when title to the Property vests in the District free and clear of all liens, encumbrances,

assessments, easements and leases (recorded and/or unrecorded) and taxes, except:

- a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
  - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
  - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
  - d. Other exceptions approved in writing by the District, if any.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the District, the premium charged therefor.
- (C) Have the authority to deduct and pay from the Purchase Price, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments, which have become a lien at the close of escrow.
- (D) Following the recording of the Grant Deed, the District will cause the Grant of Easement, substantially in the form attached as **Attachment 1**, to be recorded to grant the Grantor a permanent nonexclusive easement for the flowage of surface stormwater runoff over and upon the area more specifically described and depicted in Exhibits "A" and "B" of the Grant of Easement attached hereto and made a part hereof.
3. Any or all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s), be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
4. The Grantor shall retain title to the Property conveyed up to and including the date of recording of the Grant Deed conveying title to District upon compliance by the Grantor with the conditions of this contract. All rents and all security money collected by Grantor applicable to any period thereafter shall be paid to the District. If either Party hereto collecting rents or security money to which the other party is entitled shall forthwith pay such amount to the other as is necessary to comply with the provision of this clause.
-

5. By this Agreement, District and Grantor establish an escrow ("Escrow") with North American Title Company, their Escrow No. 54606-1547538-18 ("Title Company"). If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the County's Real Property Agent assigned to oversee this property acquisition on behalf of the District will select an alternate title company to handle the transaction, and notify Grantor in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the successor company will be the "Title Company" for purposes of this Agreement.

Grantor hereby authorizes the District to prepare escrow instructions and file escrow instructions with said Title Company, on behalf of Grantor, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the Property conveyed.

- (A) On or before the Close of Escrow, Grantor will deliver to District or into Escrow with said Title Company the following documents:
- a. The Grant Deed, in recordable form and properly executed on behalf of Grantor, conveying to District the Property in fee simple absolute, subject only to the Exceptions #7, #8, #11, and #12, as shown on the preliminary title report No. 54606-1547538-18, dated January 30, 2018 (the "Approved Exceptions").
- (B) On or before the Close of Escrow, the Grantor shall provide the District copies of any effective leases, rental agreements, or any other agreements, if any, which District has agreed in writing, are to remain in effect after District takes title to the Property.
- (C) Prior to the Close of Escrow, the District will deposit the Purchase Price into Escrow with the Title Company, and the District will deliver into Escrow with the Title Company the Grant of Easement, substantially in the form attached as **Attachment 1**, executed on behalf of the District.
6. Escrow shall close upon the conveyance of the Property to the District and the subsequent conveyance of the Easement to the Grantor ("Close of Escrow). On the closing date, the Title Company shall close Escrow as follows:
- (A) Record the Grant Deed, marked for return to the District care of Jewel Lopez, Assistant Real Property Agent for the County (which shall be deemed delivery to the District);
- (B) Record the Grant of Easement, marked for return to Carmel Estates Owners Association care of Adrienne Bretao, Senior Vice President, Market Leader with Common Interest Management Services (which shall be deemed delivery to Grantor);
- (C) Issue the Title Policy, if requested to do so by the District;
-

- (D) Prorate taxes, assessments, rents and other charges as provided by this Agreement;
- (E) Disburse to the Grantor the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantor;
- (F) Prepare and deliver to the District and to the Grantor one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow, and one copy of each of the recorded Grant Deed and recorded Grant of Easement.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the Grantor and the District and retain all funds and documents pending receipt of further instructions from the District.

7. Notwithstanding anything to the contrary herein, Grantor warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month and the Grantor further agrees to hold the District and Contra Costa County ("County") harmless and reimburse the District and County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. The requirements of this Section 7 shall survive the Close of Escrow and shall not merge into the Grant Deed or the Grant of Easement.
8. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.
9. Based on its actual knowledge, the Grantor hereby represents and warrants that, during the period of Grantor's ownership of the Property, there have been no known disposals, releases, or threatened releases of hazardous substances or hazardous wastes on, from, or under the Property. Grantor further represents and warrants that Grantor has no actual knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes, on, from, or under the Property, which may have occurred prior to Grantor taking title to the Property.

The Grantor is selling the Property to District in its as-is, where-is, condition and without any representations, other than those above, regarding contamination or hazardous materials.

10. It is agreed and confirmed by the Parties hereto that, notwithstanding other provisions in this contract, the Grantor hereby grants to District the irrevocable right of possession and use of the Property, including the right to remove and dispose of improvements located thereon for purposes related to the Project, beginning January 1, 2020, and continuing until the Close of Escrow. The Purchase Price includes, but is not limited to, full payment for such possession and use, including damages, if any.
-

**RIGHT OF WAY CONTRACT**

RW 8-3 (Rev. 6/95)

Page 5 of 5

- 11. The Grantor's representations and warranties set forth herein shall survive the Close of Escrow and shall not merge into the Grant Deed or Grant of Easement.

*In Witness Whereof*, the Parties have executed this agreement the day and year first above written.

CONTRA COSTA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
Recommended to the Board of Supervisors  
for Approval:

GRANTOR  
CARMEL ESTATES OWNERS  
ASSOCIATION

By \_\_\_\_\_  
Jewel Lopez  
Assistant Real Property Agent

By  \_\_\_\_\_  
Fernando Huelga  
Board Member

By \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By  \_\_\_\_\_  
Veronica Miller  
Board Member

APPROVED:

By  \_\_\_\_\_  
Joseph Terry  
Board Member

By \_\_\_\_\_  
Brian M. Balbas  
Chief Engineer

Date: 1-9-2020  
(Date signed by Grantor)

Date: \_\_\_\_\_  
(Date of Approval)



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

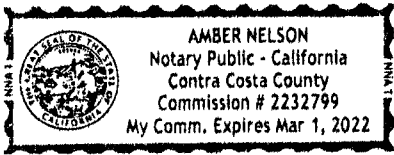
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Contra Costa }

On January 9, 2020 before me, Amber Nelson  
*Date Here Insert Name and Title of the Officer*

personally appeared Veronica Wigton, Joseph Terry and  
*Name(s) of Signer(s)*  
Fernando Huelga

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Right of Way Contract

Document Date: January 9, 2020 Number of Pages: 5

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

Recorded at the request of:  
Carmel Estates Owners Association  
C/O Common Interest Management  
Services  
390 Carrol Court, Suite A  
Brentwood, CA 94513

Return to:  
Contra Costa County Flood Control  
and Water Conservation District  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Jewel Lopez

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

Portion of Assessor's Parcel No.: 017-670-040

## GRANT DEED

For Value Received, receipt of which is hereby acknowledged, **CARMEL ESTATES OWNERS ASSOCIATION**, a California non-profit mutual benefit corporation

GRANTS to

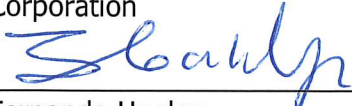
**CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a flood control district, organized under the laws of the State of California,

The following described real property in the unincorporated area of the County of Contra Costa, State of California,

**FOR DESCRIPTION AND PLAT MAP SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.**

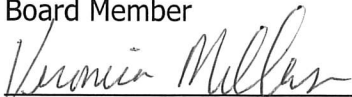
GRANTOR:  
CARMEL ESTATES OWNERS ASSOCIATION,  
A California non-profit mutual benefit  
Corporation

Date 1-9-2020

  
\_\_\_\_\_


Fernando Huelga  
Board Member

Date 1-9-2020

  
\_\_\_\_\_

Veronica Miller  
Board Member

Date 1-9-2020

  
\_\_\_\_\_

Joseph Terry  
Board Member

**ATTACH APPROPRIATE ACKNOWLEDGMENT**

JL:dw

G:\realprop\Three Creeks Parkway Restoration\Carmel Estates HOA\DE.01 Grant Deed - Carmel Estates - Final.doc

Portion of Parcel B, Book 504 of Maps Page 5  
Along Marsh Creek Channel  
from the Carmel Estates Owners Association to the CCCFC&WCD  
Portion of APN 017-670-040  
FCPID # 5218

**EXHIBIT "A"**

Real property in the City of Brentwood, County of Contra Costa, State of California, being a portion of Parcel B of Subdivision 8311, Carmel Estates, filed May 23, 2007 in Book 504 of Maps at Page 5, more particularly described as follows:

**Fee Title**

All of said Parcel B,

**Excepting therefrom** the following described portion of said Parcel B;

Beginning at a westerly corner of said Parcel B, said Point of beginning being on the south side of Mission Field Lane and on the arc of a non-tangent curve, concave to the northwest, having a radius of 66.50 feet, from which a radial line bears North 24°52'19" West;

1. Thence northeasterly along said curve, along the westerly line of said Parcel B, through a central angle of 64°37'23", for an arc length of 75.00 feet, to a westerly corner of said Parcel B
2. Thence along a northerly line of said Parcel B, South 89°29'42" East, 3.45 feet to a westerly corner of said Parcel B;
3. Thence along the west line of said Parcel B, North 15°48'53" East, 25.26 feet;
4. Thence leaving said west line of Parcel B, South 9°40'43" West, 83.13 feet;
5. Thence South 54°18'22" West, 43.21 feet to a point on the west line of said Parcel B;
6. Thence along said west line of Parcel B, North 0°30'18" East, 23.14 feet to the Point of Beginning.

Containing 33,137 square feet (0.761 acres) more or less.

Bearings shown herein are based on an assumed bearing of South 24°14'23" West on the west line of said Parcel B of Subdivision 8311, from the northwest corner of said Parcel B.

**Exhibit "B"**, a plat, is attached hereto, and by this reference made a part hereof.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: *James A. Stein*

Licensed Land Surveyor  
Contra Costa County Public Works

Date: 9/5/19



# EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

SUBDIVISION 8311  
CARMEL ESTATES

MONTE VERDE LN

BASIS OF BEARINGS  
S 24° 14' 23" W

PARCEL B  
SUBDIVISION 8311

CCFC&WCD  
MARSH CREEK CHANNEL

| CURVE TABLE |         |           |            |
|-------------|---------|-----------|------------|
| NO.         | RADIUS  | DELTA     | ARC LENGTH |
| C1          | -66.50' | 64°37'23" | 75.00'     |

MISSION FIELD LN

POB

N 24° 52' 19" W  
(Radial)

| LINE TABLE |               |        |
|------------|---------------|--------|
| NO.        | BEARING       | LENGTH |
| L1         | S 89°29'42" E | 3.45'  |
| L2         | N 15°48'53" E | 25.26' |
| L3         | S 9°40'43" W  | 83.13' |
| L4         | S 54°18'22" W | 43.21' |
| L5         | N 0°30'18" E  | 23.14' |

Excepted  
Parcel B



FCPID: 5218  
FC Drawing No.: FA-20130

Portion of Parcel B, Subdivision 8311

Instrument:

Scale: 1"=80'

Date: 08/19/2019

Series No.:

Recorded:

Drawn By: BJD Sheet 1 of 1

Checked By: JS Cad File: rw.....dgn

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

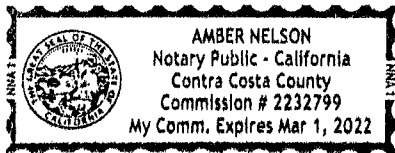
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Contra Costa }

On January 9, 2020 before me, Amber Nelson  
*Date Here Insert Name and Title of the Officer*

personally appeared Veronica Wigton, Joseph Perry, and  
*Name(s) of Signer(s)*  
Fernando Huelga

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
*Signature of Notary Public*

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Grant deed

Document Date: January 9, 2020 Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

Recorded at the request of:  
Contra Costa County Flood Control and  
Water Conservation District

Return to:  
Carmel Estates Owners Association  
C/o Common Interest Management Services  
390 Carrol Court, Suite A  
Brentwood, CA 94513  
Attn: Amber Ford

Portion of Assessor's Parcel No.: 017-670-040

## GRANT OF EASEMENT

**THIS INDENTURE**, made by and between CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the State of California, hereinafter called the "GRANTOR," and CARMEL ESTATES OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation, hereinafter called the "GRANTEE,"

### WITNESSETH:

That the GRANTOR, for value received, hereby grants to the GRANTEE a permanent nonexclusive easement for the detention, distribution, and flowage of surface stormwater runoff from the Carmel Estates development over and upon that certain property ("Property") of GRANTOR, located in Contra Costa County, California, and more specifically described and depicted as follows:

### **FOR DESCRIPTION AND PLAT MAP SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF**

GRANTOR, its successors and assigns, shall have the right to use the Property for any purpose not inconsistent with, or that will not unreasonably interfere with, the full use and enjoyment by the GRANTEE or its successors and assigns, of the rights and privileges herein granted under this easement.

GRANTEE intends to use this easement to satisfy the conditions of approval imposed for the development of Carmel Estates. It is understood that GRANTEE is not responsible for the protection or maintenance of GRANTOR's property within the area described and shown in Exhibits "A" and "B" herein.

**TO HAVE AND TO HOLD**, all and singular, the rights above described unto the GRANTEE and the GRANTEE'S successors and assigns forever.

**IN WITNESS WHEREOF**, the GRANTOR has executed this indenture this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CONTRA COSTA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

Dated \_\_\_\_\_

\_\_\_\_\_  
Candace Andersen  
Chair, Board of Supervisors

### **ATTACH APPROPRIATE ACKNOWLEDGMENT**

Flowage Easement  
over Parcel B (504 M 5) along Marsh Creek Channel  
from CCCFC&WCD to the Carmel Estates Owners Association  
Portion of APN 017-670-040  
FCPID # 5220

## **EXHIBIT "A"**

Real property in the City of Brentwood, County of Contra Costa, State of California, being a portion of Parcel B of Subdivision 8311, Carmel Estates, filed May 23, 2007 in Book 504 of Maps at Page 5, more particularly described as follows:

### **Flowage Easement**

A nonexclusive easement, to provide for the flowage of surface runoff from said Subdivision 8311, Carmel Estates, over and across those portions of said Parcel B more particularly described as follows:

All of said Parcel B,

**Excepting therefrom** the following described portions of said Parcel B;

### **Excepted Area A:**

Beginning at a Northwest corner of said Parcel B;

1. Thence along the north line of said Parcel B, South 64°35'12" East, 53.83 feet to the northeast corner of said Parcel B;
2. Thence along the east line of said Parcel B, South 25°24'48" West, 35.98 feet;
3. Thence leaving said east line of Parcel B, South 86°41'19" West, 59.87 feet to a point on the west line of said Parcel B;
4. Thence along said west line of Parcel B, North 24°14'23" East, 64.77 feet to the Point of Beginning.

### **Excepted Area B:**

Beginning at a westerly corner of said Parcel B, said Point of Beginning being on the south side of Mission Field Lane and on the arc of a non-tangent curve, concave to the northwest, having a radius of 66.50 feet, from which a radial line bears North 24°52'19" West;



1. Thence northeasterly along said curve, along the westerly line of said Parcel B, through a central angle of  $64^{\circ}37'23''$ , for an arc length of 75.00 feet, to a westerly corner of said Parcel B
2. Thence along a northerly line of said Parcel B, South  $89^{\circ}29'42''$  East, 3.45 feet to a westerly corner of said Parcel B;
3. Thence along the west line of said Parcel B, North  $15^{\circ}48'53''$  East, 25.26 feet;
4. Thence leaving said west line of Parcel B, South  $9^{\circ}40'43''$  West, 83.13 feet;
5. Thence South  $54^{\circ}18'22''$  West, 43.21 feet to a point on the west line of said Parcel B;

Thence along said west line of Parcel B, North  $0^{\circ}30'18''$  East, 23.14 feet to the Point of Beginning.

Containing 30,450 square feet (0.699 acres) more or less

Bearings shown herein are based on an assumed bearing of South  $24^{\circ}14'23''$  West on the west line of said Parcel B of Subdivision 8311, from the northwest corner of said Parcel B.

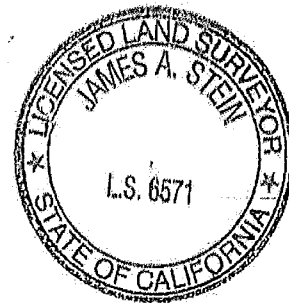
**Exhibit "B"**, a plat, is attached hereto, and by this reference made a part hereof.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: James A. Steini

Licensed Land Surveyor  
Contra Costa County Public Works

Date: 9/5/19



# EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

## EXCEPTED AREA "A" LINE TABLE

| NO. | BEARING       | LENGTH |
|-----|---------------|--------|
| L1A | S 64°35'12" E | 53.83' |
| L2A | S 25°24'48" W | 35.98' |
| L3A | S 86°41'19" W | 59.87' |
| L4A | N 24°14'23" E | 64.77' |

## EXCEPTED AREA "B" CURVE TABLE

| NO. | RADIUS  | DELTA     | ARC    |
|-----|---------|-----------|--------|
|     |         |           | LENGTH |
| C1B | -66.50' | 64°37'23" | 75.00' |

## EXCEPTED AREA "B": LINE TABLE

| NO. | BEARING       | LENGTH |
|-----|---------------|--------|
| L1B | S 89°29'42" E | 3.45'  |
| L2B | N 15°48'53" E | 25.26' |
| L3B | S 9°40'43" W  | 83.13' |
| L4B | S 54°18'22" W | 43.21' |
| L5B | N 0°30'18" E  | 23.14' |

SUBDIVISION 8311  
CARMEL ESTATES

MONTE VERDE LN

PARCEL A  
SUBDIVISION 8311

BASIS OF BEARINGS  
PARCEL B  
SUBDIVISION 8311

CCFC&WCD  
SUBDIVISION 8311

MARSH CREEK CHANNEL

POB

L1A

L4A

L2A

L3A

Excepted Area A

Flowage Easement Area

L2B

L1B

C1B

L3B

MISSION FIELD LN

POB

N 24°52'19" W  
(Radial)

Flowage Easement Area

L5B

Excepted Area B

L4B



FCPID: 5220  
FC Drawing No.: FA-20132

Portion of Parcel B, Subdivision 8311

|             |               |                                     |
|-------------|---------------|-------------------------------------|
| Instrument: | Scale: 1"=80' | Date: 08/19/2019                    |
| Series No.: | Recorded:     | Drawn By: BJD Sheet 1 of 1          |
|             |               | Checked By: JS Cad File: RW.....dgn |



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: February 11, 2020

Subject: Approve an Agreement with the City of Brentwood for creek monitoring services on the Marsh Creek Bridge at Dainty Avenue, Brentwood.

---

**RECOMMENDATION(S):**

Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District (District), APPROVE the Agreement with the City of Brentwood (City) to provide creek monitoring and equipment maintenance services on the Marsh Creek Bridge at Dainty Avenue, as well as perform and complete those items provided in Exhibit A of the Agreement. The term begins February 11, 2020 and shall continue until June 30, 2049 and is not subject to termination, temporary cancellation or changes without a discussion and formal written consent of the other Party as provided in Section 12 of the Agreement (Project No. 7505-6F8156).

AUTHORIZE the Chief Engineer, or designee, to execute the Agreement, on behalf of the District.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The City requires the services of the District to provide creek monitoring and maintenance services on the south side of the Marsh Creek Bridge, (Marsh Creek 28C0400) at

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

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

Contact: Naila Thrower,  
925-957-2465

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Dainty Avenue, Brentwood. The District has installed creek monitoring equipment throughout Contra Costa County and has the ability to provide creek monitoring, as well as equipment maintenance services to the City. In order to access, monitor and maintain the equipment, the City and the District desire to enter into an agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this license agreement is not approved, the District will not have the necessary rights to access Marsh Creek at Dainty Avenue for maintenance and equipment monitoring services.

ATTACHMENTS

Agreement

**AGREEMENT FOR CREEK MONITORING SERVICES  
WITH CONTRA COSTA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT**

THIS Agreement for Creek Monitoring Services (this "Agreement") is made and entered into as of the 11th day of February, 2020 (the "Effective Date") by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and Contra Costa County Flood Control and Water Conservation District, a flood control district created under the laws of the State of California ("District") (each a "Party" and collectively, the "Parties").

**RECITALS**

City requires the services of the District to provide creek monitoring services on Marsh Creek at Dainty Avenue in the City. District has creek monitoring equipment throughout Contra Costa County and has the experience and ability to provide monitoring services, as well as equipment maintenance services and has affirmed its willingness and ability to perform such work.

**AGREEMENT**

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. The City requests, and District agrees to render, those services set forth on Exhibit A (Parties' Responsibilities) attached hereto and incorporated herein by this reference (the "Services"), in accordance with the terms and conditions set forth in this Agreement.
2. Status of District. District will perform the Services as an independent contractor and in pursuit of District's independent calling, and not as an employee of the City. District will be under the control of City only as to the results to be accomplished.
3. Term. Unless earlier terminated as provided in Section 12 (Termination) below, this Agreement will be effective from the date first written above to June 30, 2049.
4. Responsibility of the District. In addition to performing its other obligations under this Agreement, District shall perform and complete those items set forth on Exhibit A attached hereto.
5. Responsibility of the City. In addition to performing its other obligations under this Agreement, City shall perform and complete those items set forth on Exhibit A attached hereto.
6. Photos of installed equipment. See Exhibits B and B-1 attached hereto.
7. Compensation. City will not compensate District for the Services except as this Agreement may be amended to provide therefore. Installation of the monitoring equipment will assist District in maintaining Marsh Creek.
8. Indemnification.
  - A. District will hold harmless, defend and indemnify City and its officers, agents and employees from and against any and all causes of action, claims, demands, costs or liability including reasonable attorneys' fees and costs of litigation arising out of or in any way connected with its performance of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of the District or any of its

subcontractors, except to the extent such liability was caused by the negligence or willful misconduct of City.

B. City will hold harmless, defend or indemnify District and its officers, agents and employees from and against any and all claims, demands, costs or liability including reasonable attorneys' fees arising out of or in any way connected with its performance of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of the City or any of its subcontractors, except to the extent such liability was caused by the negligence or willful misconduct of District.

9. Insurance. Each Party shall, at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance:

A. Commercial General Liability Coverage. With limits of no less than Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, personal injury, and property damage.

B. Automobile Liability Coverage. Covering all vehicles used in the performance of this Agreement proving One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

C. Compliance with State Workers' Compensation Requirements. Each Party will insure itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code § 3700, et seq. and shall, at all times, upon demand of the other Party's authorized representative or his/her designee, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with California Labor Code.

D. Other Insurance Provisions. The insurance of each Party will be in force during the life of this Agreement and will not be cancelled without thirty (30) days prior written notice to the other Party by certified mail. City or District (as applicable), its officers agents and employees will be named as additional insureds on commercial general and automobile liability insurance on the other Party's policy.

E. Self-Insurance. The Parties may each satisfy its insurance obligations stated above by providing satisfactory evidence that it is self-insured and has sufficient financial resources to meet the insurance obligations stated herein.

10. Compliance with Laws. The Parties will comply with all applicable local, state and federal laws and regulations including, but not limited to, those related to air pollution control and those prohibiting discrimination and harassment; and those related to the payment of prevailing wages.

11. Notices. All notices with respect to this Agreement will be given to the parties as follows:

For City:  
City of Brentwood  
150 City Park Way  
Brentwood, CA 94513  
Phone No. (925) 516-5420  
Facsimile No. (925) 516-5421  
Attn: Meghan Laporta  
Email: mlaporta@brentwoodca.gov

For District:  
Brian M. Balbas, Chief Engineer  
Contra Costa County Flood Control and  
Water Conservation District  
255 Glacier Drive  
Martinez, CA 94553  
Phone No. (925) 313-2000  
Facsimile No. (925) 313-2333  
Attn: Mark Boucher  
Email: mark.boucher@pw.cccounty.us

12. Assignment. Neither Party may assign this Agreement or any part of it, or any monies due or to become due under it, without the prior written consent of the other Party.
13. Termination. City or District may terminate this Agreement at any time after a discussion, and written notice to the other Party. If this Agreement is terminated, District will remove the creek monitoring equipment and own it. If this Agreement is terminated before ten years after the Effective Date, District will pay City an amount equal to the *pro rata* cost of the creek monitoring equipment with the numerator being ten years. If this Agreement is terminated more than ten years after the Effective Date, the District will not pay the City for the creek monitoring equipment.
14. Choice of Law. This Agreement shall be governed by the laws of the State of California.
15. Authority. The individuals executing this Agreement on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind their respective Party to the terms and conditions of this Agreement.

DISTRICT:

CITY:

By: \_\_\_\_\_  
 Brian M. Balbas, Chief Engineer

By: \_\_\_\_\_  
 Gustavo "Gus" Vina, City Manager

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

ATTEST:

By: \_\_\_\_\_  
 Margaret Wimberly, City Clerk

Printed Name:

\_\_\_\_\_

APPROVED AS TO FORM:

Title:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Damien Brower, City Attorney

**EXHIBIT A**  
**PARTIES' RESPONSIBILITIES**

**DISTRICT RESPONSIBILITIES**

The District shall:

1. Maintain the monitoring equipment attached to the concrete barrier rail, on the south side of the Marsh Creek Bridge (Marsh Creek 28C0400), at Dainty Avenue, Brentwood.
2. Maintain the location of the monitoring equipment for adequate access and functionality of the equipment.
3. Maintain equipment in good working order and perform any necessary repairs to the equipment.
4. With the City's consent, upgrade the equipment along with any future upgrades to the District's network.
5. Provide the City with electronic or hard copies of the District's stream flow data upon City's request.
6. Provide automated alert messages to the City for creek levels requested and agreed to by the City.

**CITY RESPONSIBILITIES**

The City shall:

1. Bear the initial cost of creek monitoring equipment purchased by the City.
2. Provide the purchased creek monitoring equipment to the District for District's use in Marsh Creek at Dainty Avenue, Brentwood.
3. Pay for the subsequent upgrade and/or replacement costs for the creek monitoring equipment.





**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: February 11, 2020

Subject: Claims

---

**RECOMMENDATION(S):**

DENY claims filed by Edilberto Africa, Gopi Lama, Michael Gatts, Daronta Lewis, Xingfei Luo, Shawn Redmond, Pervez Sakhi, Samuel Dean Shaffer, Jose Refugio Vazquez Jimenez and Devin Williamson.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Edilberto Africa: Property claim for damage to vehicle due to roadway in the amount of \$3,168.68

Gopi Lama: Property claim for lost personal property in the amount of \$2,800.

Michael Gatts: Property claim for lost personal property in the amount of \$999.99

Daronta Lewis: Personal injury claim for medical negligence in undisclosed amount.

Jose Refugio Vazquez Jimenez: Personal injury claim for bodily injury arising out of accident in the amount of \$700,000

Xingfei Luo: Personal injury claim for discrimination in undisclosed amount.

Shawn Redmond: Property claim for damage to vehicle due to roadway in the amount of \$1,413.67

Pervez Sakhi:

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

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

Contact: Scott Selby  
925.335.1400

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Personal injury claim for injuries due to motor vehicle accident in an amount of exceed \$25,000

Samuel Dean Shaffer: Property claim for lost personal property in the amount of \$478.58

Devin Williamson: Property claim for damage to vehicle in the amount of \$197.77

Contra  
Costa  
County



To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: February 11, 2020

Subject: Resolution recognizing Mechanics Bank as the 2019 Moraga Chamber of Commerce Business of the Year

---

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

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

Contact: 9259578860

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2020/41

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2020/41**

recognizing Mechanics Bank as the 2019 Moraga Chamber of Commerce Business of the Year.

Mechanics Bank was founded in the Northern California Bay Area in 1905, and has been in Moraga since 1996; and

Whereas, Mechanics Bank adheres to a high set of standards and is known for the excellent people, products and service they provide, serving the needs of the community, enriching lives and local economic growth; and

Whereas, Mechanics Bank works diligently to provide guidance in the face of adversity or lack of clarity, strong values are supported within the organization and are practiced outside the organization, always doing what they say they will do for their clients and colleagues; and

Whereas, Mechanics Bank works to know their customers by name, understand their needs and seek solutions with the customers best interest in mind.

that the Board of Supervisors of Contra Costa County does hereby honor **Mechanics Bank** for their dedication to the citizens of Moraga.

\_\_\_\_\_  
**CANDACE ANDERSEN**  
Chair, District II Supervisor

\_\_\_\_\_  
**JOHN GIOIA**  
Chair, District I Supervisor

\_\_\_\_\_  
**DIANE BURGIS**  
District III Supervisor

\_\_\_\_\_  
**KAREN MITCHOFF**  
District IV Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**  
District V Supervisor

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: February 11, 2020

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: February 11, 2020

Subject: Resolution recognizing Lamorinda CERT as the 2019 Moraga Chamber of Commerce Non Profit of the Year

---

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

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

Contact: 9259578860

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2020/42

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2020/42**

**Recognizing Lamorinda CERT as the 2019 Moraga Chamber of Commerce Non Profit of the Year.**

Lamorinda CERT is a community based disaster response team for the cities of Lafayette, Moraga and Orinda and the surrounding unincorporated areas in Contra Costa County, training residents to be volunteer emergency responders and planning for disaster mitigation and response by teaching preparedness, search and rescue, small fire suppression, mass casualty medical response, radio communications and more; and

Whereas, Founded in 1997, Lamorinda CERT has trained in excess of 1000 residents, operating under a “Train and Maintain” model where the hope is that those people who graduate from the Basic Training Series will continue to be active members. Currently 500 members self-identify as active members with a core of about 100 attending meetings regularly; and

Whereas, Lamorinda CERT is a volunteer based program sponsored by the Moraga-Orinda Fire District. It is directed by a Steering Committee made up of representatives from each of the three municipalities plus the Program Manager, Registrar, Public Information Officer and Volunteer Coordinator with fire and law representatives acting in ex-officio roles. Most of the instructors are FEMA trained subject matter expert volunteers with fire and law professionals presenting the Fire Safety and Terrorism modules.

that the Board of Supervisors of Contra Costa County does hereby honor **Lamorinda CERT for their dedication to the residents of Lamorinda and Contra Costa County.**

---

**CANDACE ANDERSEN**  
Chair, District II Supervisor

---

**JOHN GIOIA**  
Chair, District I Supervisor

---

**DIANE BURGIS**  
District III Supervisor

---

**KAREN MITCHOFF**  
District IV Supervisor

---

**FEDERAL D. GLOVER**  
District V Supervisor

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: February 11, 2020



David J. Twa,

By: \_\_\_\_\_, Deputy



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: February 11, 2020

Subject: Resolution Acknowledging African American Mental Health Awareness Week February 16-22, 2020 and Miles Hall Remembrance Day February 15, 2020

---

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

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

Contact: 9259578860

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2020/43

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2020/43**

recognizing African American Mental Health Awareness week February 16 - 22, 2020 and Miles Hall Remembrance Day February 15, 2020.

**WHEREAS**, the Contra Costa County Board of Supervisors declares February 16-22, 2020, as African American Mental Health Awareness Week and February 15, 2020 as Miles Hall Day of Remembrance; and

**WHEREAS**, in the African American community there is a need to support the recovery process of peers/clients/consumers and family members struggling with the challenges of mental health and substance use issues through the delivery of culturally responsive services; including but not limited to the incorporation of identified spiritual/faith practices and beliefs when requested: and

**WHEREAS**, mental health and substance use issues continue to create health challenges for African American in this County; and

**WHEREAS**, studies show that when the identified spiritual/faith practices of a peer/client/consumer are embraced as a part of the recovery plan, the peer/client/consumer along with the behavioral health system experience shorter recovery times, fewer relapses, and fewer hospitalizations; and

**WHEREAS**, Contra Costa County Behavioral Health Services, in an effort to better reflect and celebrate the diverse population of the county, has been one of the pioneering counties to heed the voice of the peer/client/consumer and family members in building collaborations with various faith based/spiritual communities to explore all resources and tools that will enhance mental health wellness in the African American Community; and

**WHEREAS**, NAMI Contra Costa, peers/clients/consumers, family members, providers, spiritual leaders, and Friends of Scott, Alexis and Taun Hall (FOSATH) are working hard to support and assist families by educating communities about mental illness, treatment options, and how to implement best practices for law enforcement when they come in contact with someone suffering from a mental illness, and all other interested stakeholders can participate in the February 22nd Mental Health Awareness Black History Event at Solomon Temple Church and other efforts to replace misinformation about mental health, erase prejudice, fear and blame thereby reducing stigma and disparities to unserved, underserved and inappropriately served communities by helping restore mental health wellness in Contra Costa County.

**NOW THEREFORE BE IT RESOLVED:** The Board of Supervisors, County of Contra Costa, State of California proclaims February 16-22, 2020 as African American Mental Health Awareness Week and February 15, 2020 as Miles Hall Day of Remembrance and encourages everyone to participate in this important cause.

---

**CANDACE ANDERSEN**  
Chair, District II Supervisor

---

**JOHN GIOIA**  
Chair, District I Supervisor

---

**DIANE BURGIS**  
District III Supervisor

---

**KAREN MITCHOFF**  
District IV Supervisor

---

**FEDERAL D. GLOVER**  
District V Supervisor

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: February 11, 2020

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: February 11, 2020

Subject: Recognizing the East Bay International Jewish Film Festival on their 25th Anniversary

---

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Gayle Israel  
957-8860

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

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2020/44

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2020/44**

**Recognizing the East Bay International Jewish Film Festival (EBIJFF) on their 25th Anniversary**

WHEREAS, 25 years ago, a group of Contra Costa residents launched a festival to show films of Jewish community interest;  
WHEREAS, the Festival organizers grew the event from three films over two days to over 45 screenings over nine days; and  
WHEREAS, the Festival organizers have selected films that build cultural bridges and encourage dialogue; and  
WHEREAS, Festival-goers are able to see films from around the globe, thus increasing their appreciation of different cultures; and  
WHEREAS, the Festival expanded its scope to include movies that show the deleterious impact of prejudice, anti-Semitism, racism, homophobia and bullying; and  
WHEREAS, the organizers added “Betweens” events that not only presented film screenings following the Festival but also post-Festival discussions that enhanced the understanding of topics raised during the Festival.

NOW, THEREFORE, BE IT RESOLVED that Contra Costa County does hereby acknowledge and congratulate the organizers of the EBIJFF for their outstanding efforts in presenting the EBIJFF to the Contra Costa and Tri-Valley communities, and that Contra Costa County wishes them many more years of success in this endeavor so that they may continue to build community and promote tolerance through the power of film.

\_\_\_\_\_  
**CANDACE ANDERSEN**  
Chair, District II Supervisor

\_\_\_\_\_  
**JOHN GIOIA**  
Chair, District I Supervisor

\_\_\_\_\_  
**DIANE BURGIS**  
District III Supervisor

\_\_\_\_\_  
**KAREN MITCHOFF**  
District IV Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**  
District V Supervisor

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: February 11, 2020

David J. Twa,

By: \_\_\_\_\_, Deputy





Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: February 11, 2020

Subject: Honoring the Richmond, CA branch of the NAACP for its work fighting for civil rights, justice and equality.

---

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Kate Rauch  
510-231-8691

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

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2020/49

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2020/49**

**Honoring the Richmond, California Branch of the NAACP**

WHEREAS The Richmond, California branch of the NAACP was chartered in 1944, and has been operating for 75 years; and  
WHEREAS, The Richmond branch of the NAACP is steadfast in fighting for civil rights, justice and equality and standing up for the underserved; and  
WHEREAS, The national NAACP (National Association for the Advancement of Colored People) was formed in 1909 in response to the horrifying racism of US history including the practice of lynching and the 1908 race riot in Springfield, Illinois; and  
WHEREAS, Sadly and tragically, the need for organizations such as the NAACP continues today as we work for true racial equality and an end to racism; and  
WHEREAS, Even with today's racism, the NAACP has played a major role in improving race relations over the past 100 years, ending abhorrent segregation and inequality on many levels; and  
WHEREAS, Today, local branches of the NAACP, including Richmond's, stress five focus areas in their advocacy work: education, economic opportunities, civic engagement, health, housing, and environmental justice; and  
WHEREAS, The Richmond branch of the NAACP is celebrating its 33rd Freedom Fund Gala on Saturday, February 15, 2020; and  
WHEREAS, The theme of this year's Freedom Fund Gala is "Power of the Black Vote";

That the Board of Supervisors of Contra Costa County Do Hereby honor the NAACP of Richmond, California for fighting for civil rights, justice and equality, and congratulate the organization on its 33rd Freedom Fund Gala.

---

**CANDACE ANDERSEN**  
Chair, District II Supervisor

---

**JOHN GIOIA**  
Chair, District I Supervisor

---

**DIANE BURGIS**  
District III Supervisor

---

**KAREN MITCHOFF**  
District IV Supervisor

---

**FEDERAL D. GLOVER**  
District V Supervisor

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: February 11, 2020

David J. Twa,

By: \_\_\_\_\_, Deputy



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: February 11, 2020

Subject: Appoint George Cleveland to the El Sobrante Municipal Advisory Council

---

**RECOMMENDATION(S):**

APPOINT George Cleveland to the 1st Alternate Seat of the El Sobrante Municipal Advisory Council, as recommended by Supervisor Gioia.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The council shall advise the Board of Supervisors on 1) Services which are or may be provided to unincorporated El Sobrante by the County or other local governmental agencies. Such services include, but are not limited to, public health, safety, welfare, public works, and planning, 2) the feasibility of organizing the existing special districts serving unincorporated El Sobrante in order to more efficiently provide public services such as, but not limited to, water, sewer, fire, and parks and recreation, 3) representing unincorporated El Sobrante before the Local Agency Formation Commission on proposed boundary changes affecting the community, 4) representing unincorporated El Sobrante before the County Planning Commission(s) and the Zoning Administrator on land use and other planning matters affecting the community. In this regard, the Council shall cooperate with any other planning advisory bodies in unincorporated El Sobrante in order to avoid duplication and delay in the planning process, 5) Provide input and reports to the Board of Supervisors, County

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: James Lyons,  
510-231-8692

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

staff, or any other County hearing body on issues of concern to unincorporated El Sobrante, and 6) representing unincorporated El Sobrante before other public entities and agencies. It is understood that the Board of Supervisors is the final decision making authority with respect to issues concerning unincorporated El Sobrante and that the Council shall solely act in an advisory capacity.

Supervisor Gioia recruits for his advisory body openings in a number of ways including through his website, blasts, newsletters, and the traditional media; interviewing eligible candidates.

Mr. Cleveland used to serve on the El Sobrante Municipal Advisory Council and Supervisor Gioia recommends that he serve again.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: February 11, 2020

Subject: Appointment to the Advisory Council on Aging

---

**RECOMMENDATION(S):**

APPOINT Erin Partridge to the Lafayette Local Committee seat on the Advisory Council on Aging as recommended by the Employment and Human Services Department Director.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

Erin Partridge will occupy the Lafayette Local Committee seat and is a resident of Lafayette. The seat term will end September 30, 2021. The seat is currently vacant.

The Advisory Council on Aging (Council) provides a means for countywide planning, cooperation, and coordination for individuals and groups interested in improving and developing services and opportunities for older residents of the County. The Council provides leadership and advocacy on behalf of older persons as a channel of communication and information on aging.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Advisory Council on Aging may not be able to conduct routine business.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Elaine Burres  
608-4960

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: February 11, 2020

Subject: REAPPOINTMENTS TO COUNTY SERVICE AREA, P-2A CITIZEN ADVISORY COMMITTEE

---

**RECOMMENDATION(S):**

REAPPOINT the following individuals to County Service Area, P-2A Citizen Advisory Committee to a term expiring December 31, 2021, as recommended by Supervisor Diane Burgis.

Appointee 2  
Chris Gallagher

Appointee 3  
Bruce Marbardy

Appointee 5  
Jeffrey Jarvis

Appointee 6  
Vincent Burgos

**FISCAL IMPACT:**

None.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **02/11/2020**  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: February 11, 2020

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

Contact: Lea Castleberry  
925-252-4500

By: , Deputy

cc:



BACKGROUND:

The above individuals were appointed by the Board of Supervisors on July 23, 2019 and August 6, 2019 with a term expiration of December 31, 2019.

Applications were accepted and the recommendation to reappoint the above individuals was then determined.

The advisory committee functions to advise the Board of Supervisors and the Sheriff's Department on the needs of the Blackhawk community for extended police services which shall include, but not limited to enforcement of the State Vehicle Code, crime prevention and litter control.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: February 11, 2020

Subject: Declare Emergency Medical Care Committee (EMCC) Vacant Seat (C2)

---

**RECOMMENDATION(S):**

DECLARE vacant Seat C2 – Air Medical Transportation Provider Representative, on the Emergency Medical Care Committee (EMCC) and DIRECT the Clerk of the Board to post this vacancy, as recommended by the Health Services Director.

**FISCAL IMPACT:**

There is no fiscal impact for this action.

**BACKGROUND:**

EMCC Member Michele Bell provided written notification of her resignation from the EMCC on November 26, 2019 to the Committee staff support person, stating her resignation would be effective January 1, 2020. She also made an announcement to the Committee at the December 11, 2019 EMCC meeting.

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to declare this vacancy will delay making a new appointment to the seat.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: David Goldstein,  
925-608-5454

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

By: , Deputy

cc: Rachel Morris, Marcy Wilhelm



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: February 11, 2020

Subject: APPOINTMENT TO COUNTY PLANNING COMMISSION

---

**RECOMMENDATION(S):**

APPOINT Bob Mankin to the District 3 seat on the County Planning Commission to a term expiring June 30, 2021, as recommended by Supervisor Diane Burgis.

Bob Mankin  
Discovery Bay, CA

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The District 3 seat was declared vacant by the Board of Supervisors on January 21, 2020. Applications were accepted and the recommendation to appoint the above individual was then determined.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Lea Castleberry  
925-252-4500

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: February 11, 2020

Subject: APPOINTMENT TO THE IRON HORSE CORRIDOR MANAGEMENT PROGRAM ADVISORY COMMITTEE

---

**RECOMMENDATION(S):**

REAPPOINT the following individual to the Alamo Area Seat on the Iron Horse Corridor Management Program Advisory Committee for a two-year term with an expiration date of January 1, 2022, as recommended by Supervisor Candace Andersen:

Anne Struthers  
Alamo, CA 94507

**FISCAL IMPACT:**

NONE

**BACKGROUND:**

The Iron Horse Corridor Management Advisory Committee was authorized by the Board of Supervisors on July 22, 1997. It was established to assist Contra Costa County in developing a management program for the Iron Horse Corridor. In October of 2000 the Board expanded the Advisory Committee’s role to continue implementation and monitoring of the Landscape Element of the Management Program and to assist in completion of the Joint Use Criteria and Standards, Public Information, and Finance elements of the Management Program.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Jill Ray,  
925-957-8860

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

By: , Deputy

cc: District 2 Supervisor, Maddy Book, IHC, Appointee



BACKGROUND: (CONT'D)

Advisory Committee seats include one representative from each jurisdiction or unincorporated community along the corridor, a District II seat, a District IV seat and a seat for the East Bay Regional Park District.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will become vacant and the IHC will not have the benefit of an Alamo representative.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: February 11, 2020

Subject: Reappoint Thomas Weber to the District IV seat on the Aviation Advisory Committee

---

**RECOMMENDATION(S):**

REAPPOINT the following individual to the District IV seat on the Aviation Advisory Committee to a three year term expiring March 1, 2023, as recommended by Supervisor

Mitchoff:

Mr. Thomas Weber  
Pleasant Hill, CA 94523

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Aviation Advisory Committee (AAC) was established by the Board of Supervisors to provide advice and recommendations to the Board of Supervisors on the aviation issues related to the economic viability and security of airports in Contra Costa County. The AAC is mandated to cooperate with local, state, and national aviation interests for the safe and orderly operation of airports; advance and promote the interests of aviation; and protect the general welfare of the people living and working near the airport and the County in general.

The AAC may initiate discussions, observations, or investigations and may hear comments on airport and aviation matters from the public or other agencies in order to formulate recommendations to the Board. In conjunction with all of the above, the Aviation Advisory Committee provides a forum for the Director of Airports regarding policy matters at and around the airport.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Lisa Chow, (925)  
521-7100

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The AAC comprises 11 members who must be County residents: one appointed by each Supervisor; one from and nominated to the Board by the City of Concord; one from and nominated to the Board by the City of Pleasant Hill; one from and nominated to the Board by the Contra Costa County Airports Business Association; three at large to represent the general community, to be nominated by the Internal Operations Committee. At least one of the above shall be a member of the Airport Land Use Commission. Terms for AAC seats are three years ending each March 1.

Mr. Weber has been an excellent representative on the Aviation Advisory Committee and Supervisor Mitchoff would like to appoint him to an additional term.

CONSEQUENCE OF NEGATIVE ACTION:

The District IV seat on the Aviation Advisory Committee will be vacant.





Contra  
Costa  
County

To: Board of Supervisors  
From: Dianne Dinsmore, Human Resources Director  
Date: February 11, 2020

Subject: Retitle Redevelopment Project Manager - Project to Economic Development Project Manager; Add one position to Department of Conservation & Development

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22446 to retitle the classification of Redevelopment Project Manager - Project (5AH4) (unrepresented) at salary plan and grade C85 1788 (\$7,503 - \$9,121) to Economic Development Project Manager (5AHF) (represented) at salary plan and grade ZA5 1005 (\$7,503 - \$9,121) and add one (1) position in the Department of Conservation and Development.

**FISCAL IMPACT:**

Upon approval, this action will result in an annual cost of approximately \$170,500 of which \$30,000 represents annual pension costs. The cost of this position is funded in the Department of Conservation and Development's FY 19-20 approved budget.

**BACKGROUND:**

In July 2017, the Economic Development Manager - Exempt position was created and added to the Department of Conservation and Development. This was the result of a need to expand the County's economic development activities. When the position was added by the Board, it was anticipated that the Department of Conservation and Development would also add an additional staff person to dedicate necessary resources to this work. As a consequence, when the Board approved dedicated funding to the Department for the expanded economic development activities, the amount of funding allocated was based on the estimated cost of adding the Economic Development Manager and one subordinate staff.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Kelli Zenn, (925)  
674-7726

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

By: , Deputy

cc: Sylvia Wong, Armai Maxey

BACKGROUND: (CONT'D)

This position will act as the second Economic Development staff person. The Economic Development Project Manager will work closely with the Economic Development Manager - Exempt to develop and implement an Economic Development Strategy for the County and perform a wide variety of tasks to promote jobs, increase tax revenue and retain, expand and attract business. This position will also serve as a project manager for assigned economic development projects and programs, and serve as an ombudsperson between DCD staff and business stakeholders.

CONSEQUENCE OF NEGATIVE ACTION:

If this item is not approved, the County will not have the required staff resources to develop and implement the Economic Development Strategy for the County.

ATTACHMENTS

P300 22446\_ 35029\_ P300 22446 Economic Dev Proj Manager

**POSITION ADJUSTMENT REQUEST**

NO. 22446  
DATE 1/1/2019

Department Conservation & Development Department No./  
Budget Unit No. 0591 Org No. 0591 Agency No. 38  
Action Requested: Retitle the Redevelopment Project Manager - Project classification to Economic Development Specialist.  
Add one (1) position to the Department of Conservation and Development.

Proposed Effective Date: 1/1/2019

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$170,500.00

Net County Cost \$170,500.00

Total this FY \$87,504.00

N.C.C. this FY \$87,504.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT NA

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

John Kopchik

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

BR for JE

4/25/2019

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 11/25/2019

Retitle the Redevelopment Project Manager - Project classification to Economic Development Project Manager. Add one (1) position to the Department of Conservation and Development.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Alycia Leach

11/25/2019

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/29/2020

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: \_\_\_\_\_

/s/ Julie DiMaggio Enea

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department Conservation and Development

Date 1/29/2020

No. 22446

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: February 11, 2020

Subject: Add one Custodial Services Supervisor position and one Lead Custodian position in the Public Works Department

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22579 to add one (1) Custodial Services Supervisor (GKHC) (represented) position at salary plan and grade ZA5-1202 (\$4,198 - \$5,103) and one (1) Lead Custodian (GKTB) (represented) position at salary plan and grade TB5-1113 (\$3,844 - \$4,238) in the Public Works Department.

**FISCAL IMPACT:**

This action will result in an additional annual cost of \$159,522, which will be funded 100% General Fund, Facilities Maintenance; Pension costs are estimated to be \$29,550.

**BACKGROUND:**

The Public Works Department has evaluated the staffing of its Custodial Services unit and has determined that it is necessary to allocate additional staffing resources to maintain service levels.

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to approve this action will limit the ability of the Custodial Services unit to maintain service levels.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Adrienne Todd,  
925-313-2108

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

By: , Deputy

cc: Kristen Hardeman

ATTACHMENTS

AIR 40949 P300

22579

**POSITION ADJUSTMENT REQUEST**

NO. 22579  
DATE 01/30/2020

Department Public Works Department Department No./  
Budget Unit No. 0079 Org No. 4032 Agency No. 65

Action Requested: ADOPT Position Adjustment Resolution No. 22579 to add one (1) full-time Custodial Services Supervisor (GKHC) (represented) position at salary plan and grade ZA5-1202 (\$4,198 - \$5,103) and one (1) full-time Lead Custodian (GKTB) (represented) position at salary plan and grade TB5-1113 (\$3,844 - \$4,238) in the Public Works Department.

Proposed Effective Date: 2/11/2020

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost 159522 Net County Cost 0  
Total this FY 53174 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT s

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Adrienne Todd

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Strobel

1/31/20

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 2/3/2020

Add one (1) Custodial Services Supervisor (GKHC) (represented) position at salary plan and grade ZA5-1202 (\$4,198 - \$5,103) and one (1) Lead Custodian (GKTB) (represented) position at salary plan and grade TB5-1113 (\$3,844 - \$4,238) in the Public Works Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Gladys Scott Reid

2/3/2020

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE \_\_\_\_\_

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: \_\_\_\_\_

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 2/3/2020

No. \_\_\_\_\_

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY





Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: February 11, 2020

Subject: Alameda Workforce Development Board, Prison to Employment Planning Grant Funds

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board of Contra Costa County, to accept grant funds in an amount not to exceed \$467,225 from the Alameda Workforce Board, in Prison to Employment Planning Grant funds for rehabilitation programs within the California Department of Corrections for the period November 1, 2019 through March 31, 2022.

**FISCAL IMPACT:**

County to receive an amount not to exceed \$467,225 from Alameda Workforce Development Board, Prison to Employment Planning Grant. (100% State) (No County match)

**BACKGROUND:**

The Prison to Employment Initiative (P2E) was a grant program that included in the Governor's 2018 Budget proposal and includes \$37 million over three budget years to operationalize integration of workforce and reentry services in the

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Elaine Burres  
608-4960

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

state's 14 labor regions. The goal is to improve labor market outcomes by creating a systemic and ongoing partnership between rehabilitative programs within California Department of Corrections and Rehabilitation (CDCR) and the state workforce system by bringing CDCR under the policy umbrella of the State Workforce Plan.

Of the \$37 million state budget, the East Bay Regional Planning Unit (EBRPU) was awarded \$2.3 million. Each of the 4 workforce boards in the EBRPU will receive an allocation of these funds. Alameda County is serving as the EBRPU fiscal lead for this funding and the Workforce Development Board of Contra Costa will be contracting with Alameda to receive \$467,225 of this funding to serve Contra Costa residents. This funding expires March 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

The Workforce Development Board of Contra Costa County will not be able to fulfill the commitment to the work outlined in the Prison to Employment Initiative and ultimately local residents will lose much needed services.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: February 11, 2020

Subject: Department of Justice, Office of Violence Against Women, Abuse in Later Life Grant Funds

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Contra Costa Alliance to End Abuse to apply for and accept grant funding in an amount not to exceed \$400,000 from the Department of Justice, Office of Violence Against Women for the Abuse in Later Life Program for the period October 1, 2020 through September 30, 2023.

**FISCAL IMPACT:**

County to receive an amount not to exceed \$400,000 from the Department of Justice, Office of Violence Against Women. This is entirely Federal funding and no County match is required.

**BACKGROUND:**

The Abuse in Later Life Program supports a comprehensive approach to addressing abuse in later life, including domestic violence, dating violence, sexual assault, stalking, neglect, and exploitation committed against victims who are 50 years of age or older.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Elaine Burres  
608-4960

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

> This grant funding will be used to provide funding to: a) train law enforcement agencies, prosecutors, courts, and victim services providers in recognizing and addressing instances of elder abuse; b) enhance services for victims of abuse in later life; c) establish a multidisciplinary team to respond to victims of abuse in later life; and d) conduct cross training between law enforcement, prosecutors, courts, and direct service agencies to better serve victims of abuse in later life.

EHSD's Alliance to End Abuse will partner with the Contra Costa Family Justice Alliance, Adult Protective Services, District Attorney's Office, Senior Legal Services and multiple law enforcement agencies to deliver the activities outlined in the application to Office of Violence Against Women. Additional partners may be identified and added as needed.

**Pros and cons of request:**

Pros:

- Increases understanding by law enforcement, prosecutors, and the court on recognizing and addressing the signs of elder abuse
- Provides victim relief
- Promotes community safety
- Increases collaboration between systems

Cons:

- Sustainability of program funding beyond end of grant term, September 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

County will not take advantage of opportunity to receive federal funding to increase awareness and training for the criminal justice system nor provide additional services for elder abuse victims of domestic violence, dating violence, sexual assault, stalking, neglect, and exploitation.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Marc Shorr, Chief Information Officer  
Date: February 11, 2020

Subject: APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Department of Information Technology, a purchase order with Unify, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Chief Information Officer, Department of Information Technology, a purchase order with Unify, Inc., in an amount not to exceed \$220,000 for maintenance on the Siemens PBX telephone system at the Contra Costa Regional Medical Center, for the period of December 1, 2017 through August 1, 2020.

**FISCAL IMPACT:**

100% Hospital Enterprise Fund I

**BACKGROUND:**

On December 20, 2016, the Board of Supervisors authorized the Health Services Director to enter into hardware and support maintenance agreement with Unify, Inc. to provide comprehensive maintenance services for the Siemens PBX telephone system at the Contra Costa Regional Medical Center. The maintenance agreement was for a three (3) year period starting December 2017 through August 1, 2020. Unify has provided support services but deferred invoicing the County until now. Unify has now issued an invoice for the entire maintenance term covering December 1, 2017 through August 1, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, the County will be unable to issue payment to this vendor for services received.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Wayne Tilley, (925)  
356-1802

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

By: , Deputy

cc: Nancy Zandonella, Wayne Tilley





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: February 11, 2020

Subject: Approve and Authorize Amendment No. 1 to Consulting Services Agreement with Consolidated CM to provide On-Call Project Management Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Consolidated CM to extend the term from December 31, 2019 to December 31, 2020, with no change to the payment limit of \$900,000, to provide On-Call Project Management Consulting Services for various facilities projects, Countywide. (100% Various Funds)

**FISCAL IMPACT:**

100% Various Funds

**BACKGROUND:**

The Public Works Department is involved in various projects in the County, which require project management services for capital improvement projects. The Consultant is augmenting Public Works staff on an as-needed basis or when in-house expertise is not available.

On December 6, 2016, the Board of Supervisors approved an On-Call Consulting Services Agreement with Consolidated CM in the amount of \$900,000.

Amendment No. 1 is necessary

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Ramesh Kanzaria,  
925-957-2480

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

to provide architectural services associated with the completion of ongoing projects.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board approval, the Consultant will not be able to provide On-Call construction management/project management services to complete necessary capital projects, which may jeopardize funding and delay design and construction of capital projects.





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: February 11, 2020

Subject: 2019-20 KinderCare Learning Centers LLC Childcare Services Contract Amendment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with KinderCare Learning Centers LLC for Early Head Start Childcare Partnership and State General Childcare services to change notification requirements and to add special conditions with no change to the amount of \$971,011 or term July 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

This contract is 30.5% funded by federal grant funds from the Administration for Children and Families (Head Start Program). The remaining 69.5% of the contract is State funded through the California Department of Education. There is no County match requirement. [CFDA 93.600]

**BACKGROUND:**

Contra Costa County receives funds from the U.S. Department of Health and Human Services, Administration for Children and Families (ACF) to provide Head Start and Early Head Start program services to program eligible County residents. The Employment and Human Services Department, in turn, contracts with a number of community-based organizations to provide a wider distribution

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: CSB (925)  
681-6389

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

By: , Deputy

cc: Nasim Eghlima, Haydee Ilan, Teresita Foster, Magda Bedros

**BACKGROUND: (CONT'D)**

of services. The contract was approved by the board on July 30, 2019 (c.46) to provide funding for 48 childcare program slots for children ages 0 to 3 years in the Early Head Start program and 32 childcare program slots for children ages 0 to 3 years in the State General Childcare and Development program. This amendment is to change the licensing citation notification period from 48 hours to 24 hours. The amendment also includes the addition of Special Conditions to further clarify insurance requirements and federal Head Start requirements.

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, the County will not be able to fund childcare slots and start up funds for it's community based agency partner, KinderCare Learning Centers LLC.

**CHILDREN'S IMPACT STATEMENT:**

The Employment and Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: Children Ready for and Succeeding in School, Outcome 3: Families that are Economically Self-sufficient, and Outcome 4: Families that are Safe, Stable, and Nurturing. These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: February 11, 2020

Subject: 2019-20 Martinez Early Childhood Center Childcare Services Contract Amendment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Martinez Early Childhood Center to increase the payment limit by \$27,270 to a new payment limit not to exceed \$233,310 to provide Early Head Start and Head Start Program Enhancement services with no change to term July 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

This contract is fully funded by a Federal grant from the Administration for Children and Families, Head Start Program (CFDA 93.600). A County match is not required. The contract number is 38-483-20.

**BACKGROUND:**

Contra Costa County receives funds from the ACF to provide Head Start program services to program eligible County residents. The Department, in turn, contracts with a number of community-based organizations to provide a wider distribution of services. On September 17, 2019 (c.38) the board approved contract to provide Early Head Start and Head Start program enhancement services to 56 children through this partnership. This amendment is to add 10 childcare slots to the program and to update reporting requirements for licensing incidents.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: CSB (925)  
681-6389

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to more widely distribute childcare availability through partnership with community based agencies.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: February 11, 2020

Subject: Private Adoption Agency Reimbursement Program Overage

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Employment and Human Services Department, to pay the California Department of Social Services an amount not to exceed \$67,785 to reimburse the State for payments made on behalf of Contra Costa County to the Private Adoption Agency Program serving youth who would otherwise be in Foster Care during the 2017-18 fiscal year.

**FISCAL IMPACT:**

County to pay California Department of Social Services \$67,785 for reimbursement to the Private Adoption Agencies Program. Funding for payment is 100% State Realignment Funds.

**BACKGROUND:**

The Private Adoption Agency Reimbursement Program is an incentive program for private adoption agencies to recruit adoptive families for children who would otherwise remain in foster care because of age, membership in a sibling group, medical or psychological (DSS) disability, or other circumstance that would make adoptive placement especially difficult. The California Department of Social Services has funded the shortage in this program based on the commitment that counties will repay the shortage to DSS.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Elaine Burres  
608-4960

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

This action supports one of the community outcomes established in the Children's Report Card, "Children and Youth Healthy and Preparing for Productive Adulthood", by placing youth who would otherwise remain in foster care, into adoptive families.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: February 11, 2020

Subject: Contract Amendment with State Government Operations Agency - California Complete Count - Census 2020

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2020/40 approving and authorizing the County Administrator, or designee, to execute a contract amendment with the California Government Operations Agency - California Complete Count - Census 2020, to increase the maximum amount payable to the County by \$63,400 to a new payment limit of \$426,005, to provide additional printing collateral and in-language support, execute census outreach activities in hard to count tracts, and establish a contingency fund for rapid deployment to resources during the self-response period, with no change in the term of March 1, 2019 through December 31, 2020.

**FISCAL IMPACT:**

The State allocated \$26.7 million of its \$90 million budget to help California counties fund complete count efforts. Allocations for most counties are based on the number of residents who live in California's hardest-to-count census tracts within their jurisdictions. By adopting the Resolution and entering into a County-Optional Outreach Agreement with the State, Contra Costa County will become eligible to receive an additional \$63,400 increasing the payment limit to \$426,005 to fund additional local outreach efforts with no additional local match requirement.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

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

Contact: Kristine Solseng 925-674-7809 or  
Barbara Riveira 925-335-1018

By: , Deputy

cc:

## BACKGROUND:

As mandated in Article 1, Section 2 of the Constitution, every 10 years, the federal government counts all persons living in the United States. The U.S. Census Bureau collects this information, which is then used to determine the number of representatives in Congress each state will have and how \$675 billion dollars of federal funds flow to tribal, state and local governments.

Census data is also used to make decisions at every level of government that will affect our communities, e.g. siting of schools, hospitals, libraries, and public services. Businesses rely on Census data for planning future locations for retail stores, new housing developments and other business decisions.

It is of utmost importance that Contra Costa County achieve a full count. An undercount could deprive Contra Costa County of millions of dollars in federal funds per year. It is estimated that in California, the annual federal allocation of funding based on census data is \$1,958 per resident per year, according to a study by the George Washington University. Therefore, an undercount of just 5,000 residents in Contra Costa County represents \$9.7 million, and over a ten year period this equates to \$97.9 million dollars in investment in the County that could be lost.

### • **State of California Role in the Complete Count Effort**

- With its highly diverse population and large size, the State of California faces the greatest barriers in the nation to ensure that it achieves an accurate count and, thus, receives an equitable share of funding and representation.
- Given the importance of the Census and the various challenges in this Census, the State has committed \$90 million to undertake an extensive outreach strategy to encourage full participation among State residents. In support of the strategy, the Governor has created an advisory committee called the California Complete Count Committee (Committee). The Committee is a volunteer panel of 25 community leaders representing diverse populations from across the State. It is charged with raising awareness of the Census, collaborating to support outreach efforts, and offering its expertise and insights on outreach strategies. California's communication and outreach strategy will focus on both geographic areas and demographic populations who are "least likely to respond". These areas and populations are commonly referred to as "hard-to-count (HTC)" areas.
- A significant part of California's outreach strategy to reach HTC populations involves partnerships with local governments. Local counties and cities can play a significant role to ensure their populations are aware of the Census and are ready to be counted. The State sent County Administrators an invitation letter via email on November 13, 2018 with funding allocations for each county based on their HTC population. The email also offered the opportunity for counties to "opt-in" to State funding for Census outreach. Counties that receive funding from the state will be required to:
  1. Prepare a board resolution, order, motion, ordinance or similar document from the local governing body authorizing execution of the agreement;
  2. Prepare a Strategic Plan;
  3. Participate in a monthly in-person meeting/or call with assigned Regional



- Program Manager;
4. Prepare Quarterly Written Reports;
  5. Prepare an Implementation Plan; and
  6. Prepare a Final Report

• **County Role in the Complete Count Effort**

- Establishing a Complete Count Steering Committee composed of 16 members representing various trusted voices in the County. The Complete Count Steering Committee developed and is implementing a 2020 Census awareness campaign based upon their knowledge of the local community to encourage a response, with particular emphasis on the HTC communities.
- Encouraging and increasing the self-response rate for households responding via internet, by phone, or mailing through a focused, structured, neighbor-to-neighbor program.
- Collaborating with existing organizations that work with HTC populations in the county to create a countywide 2020 Census awareness campaign strategy. The HTC population in Contra Costa County consists of immigrants, minorities, low-income households, non-English speaking households, youths, transients, and unemployed, homeless persons living in unconventional housing, including those who do not trust government. The County has contracted with over 50 organizations serving Contra Costa County and has over 100 committed partners signed up to ensure Contra Costa County has a complete and accurate count.

California has invested \$187.2 million toward strategies and activities to help ensure an accurate and successful count in California for Census 2020, and is made \$26.7 million available to participating California counties. On November 9, 2018, the State announced its funding allocation to counties based on each county's HTC populations, and on December 18, 2018, the Board of Supervisors approved the Opt-in Resolution to secure \$362,605 in State funds to support the County-Optional Outreach Agreement.

On January 21, 2020 the County was notified that they would be receiving an additional \$63,400 and received the contract amendment documents on January 28, 2020 for the additional funding to be allocated from the California Complete Count Office-Census 2020. The additional funding of \$63,400 is provided to support the following funding priorities:

1. Printing of census collateral materials in languages that support the hardest to count demographics and local outreach strategies approved in the Implementation Plan.
2. Providing in-language support at Questionnaire Assistance Centers and other outreach activities focused on motivating hardest to count communities to complete the census questionnaire. The focus should take into consideration Language and Communication Access Plan requirements.
3. Executing census outreach activities in tracts (HTC 57+) where there are currently no activities planned.
4. Bolstering existing efforts in hardest to count census tracts to amplify the campaign's call to action of completing the census questionnaire online.
5. Establishing a contingency fund for rapid deployment of resources during the self-response period, including but not limited to establishing Questionnaire Assistance Centers and expanded hours, canvassing, phone banking, and other census outreach activities that may be easily adjusted to focus on tracts that are below expected response rates.

CONSEQUENCE OF NEGATIVE ACTION:

Without the additional support for Census 2020, the County risks not having a complete and accurate count, thus risking loss of both State and federal funding and Congressional representation.

CHILDREN'S IMPACT STATEMENT:

The requested actions will support outcomes established by the Children's Report Card: (5) Communities that are Safe and Provide a High Quality of Life for Children and Families. The requested actions will better support all five outcomes.

ATTACHMENTS

Resolution 2020/40

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 02/11/2020 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2020/40**

**In The Matter of Authorizing the Acceptance of Supplemental Grant Funds from the California Government Operations Agency - California Complete Count - Census 2020**

WHEREAS, the U.S. Census Bureau is required by Article 1, Section 2 of the United States Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, census data is used to determine how many seats each state will have in the U.S. House of Representatives and in the redistricting of state legislatures, county boards of supervisors and city councils; and

WHEREAS, the decennial census is a huge undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count; and

WHEREAS, the U.S. Census Bureau is facing several challenges with the 2020 Census, which include declining response rates, technological change, and fiscal constraints; thus support from local government is critical; and

WHEREAS the County of Contra Costa, in partnership with the U.S. Census Bureau, State of California, other local governments, businesses, and community organizations, is committed to ensuring every resident in Contra Costa County is counted; and

WHEREAS the County of Contra Costa opted into an Outreach Agreement with the State for Fiscal Years 2018-19 and 2019-20, making the County eligible to receive up to \$362,605 in funding from the State in support of local complete count initiatives for Census 2020 (Resolution No. 2018/592); and

WHEREAS on January 21, 2020, the County was notified that a supplement in the amount of \$63,400 is available to support in-language outreach costs, and canvassing, phone banking, and other census outreach activities to be provided during the census self-response period;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors:

1. Recognizes the importance of the 2020 Census, supports participation in Census 2020 and reaffirms its commitment to work collaboratively with the U.S. Census Bureau, State Legislature, State Census Office and other stakeholders across the State-designated census region to ensure a complete, fair, and accurate count; and
2. Authorizes the County Administrator, or designee, to execute a contract amendment with the California Government Operations Agency - California Complete Count - Census 2020, to increase the maximum amount payable to the County by \$63,400 to a new payment limit of \$426,005 in support of local complete count initiatives; and
3. Commits to work with the cities and towns within the County, other local government agencies, community organizations and regional foundations, businesses, educational agencies, labor organizations and other groups to maximize Census 2020 participation and implement an Outreach Plan that leverages County funding and builds on the efforts of others in order to achieve an accurate and complete census count.

BE IT FURTHER RESOLVED that the County Administrator or designee is authorized to pursue other funds as available and participate in supporting other census-related efforts.

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.

**Contact: Kristine Solseng 925-674-7809 or Barbara Riveira  
925-335-1018**

**ATTESTED: February 11, 2020**  
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: February 11, 2020

Subject: 2020 Head Start Delegate Agency Contract Renewal

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with First Baptist Church of Pittsburg, California, in an amount not to exceed \$2,202,788 for Head Start Delegate Agency childcare services for the period of January 1, 2020 through December 31, 2020.

**FISCAL IMPACT:**

This contract is 100% federally funded by the U.S. Department of Health and Human Services, Administration for Children and Families (ACF). The Contractor is responsible for the local, non-cash, in-kind match of \$550,697. These services require no additional pension costs to the County.

CFDA #93.600  
Contra Costa County Contract #33-499-51

**BACKGROUND:**

On September 10, 2019 (c. 74), the Board approved and authorized the submission of the 2020 Head Start grant application to the U.S. Department of Health and Human Services, ACF, to continue the provision of Head Start services

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: CSB (925)  
681-6389

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

By: , Deputy

cc: Nasim Eghlima, Haydee Ilan

**BACKGROUND: (CONT'D)**

in Contra Costa County. The grant included the plan submitted by the County's Head Start Delegate Agency, First Baptist Church of Pittsburg, California. This board order approves funding the delegate agency for the 2020 program year.

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, contract will not be executed and Head Start services will not be provided by the First Baptist Church of Pittsburg, California.

**CHILDREN'S IMPACT STATEMENT:**

The Employment and Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: Children Ready for and Succeeding in School, Outcome 3: Families that are Economically Self-sufficient, and Outcome 4: Families that are Safe, Stable, and Nurturing. These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: February 11, 2020

Subject: Amendment #76-579-3 with Jamal Julian Zaka, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #76-579-3 Jamal Julian Zaka, M.D., an individual, effective January 1, 2020, to amend Contract #76-579-2 to increase the payment limit by \$49,000, from \$182,000 to a new payment limit of \$231,000, with no change in the term of April 1, 2019 through March 31, 2020.

**FISCAL IMPACT:**

This amendment is funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On February 26, 2019, the Board of Supervisors approved Contract #76-579-2 with Jamal Julian Zaka, M.D. for the provision of pulmonology services to Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Center patients for the period from April 1, 2019 through March 31, 2020.

Approval of Contract Amendment Agreement #76-579-3 will allow the Contractor to provide additional pulmonology services through March 31, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment is not approved, patients requiring pulmonology services at CCRMC and Contra Costa Health Center will not have access to Contractor's services.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Samir Shah, M.D.,  
925-370-5525

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

By: , Deputy

cc: L Walker, M Wilhelm





ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: February 11, 2020

Subject: Purchase Order amendment with GE Precision Healthcare, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to Purchase Order #F18042 with GE Precision Healthcare, Inc., to extend the term from December 31, 2019 through February 14, 2020 and to increase the payment limit by \$200,000 to a new payment limit of \$426,000 for the maintenance of imaging systems at the Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I budget.

**BACKGROUND:**

GE Precision Healthcare, Inc. provides primary preventative maintenance and service for Diagnostic Imaging systems and is the only vendor with the specialized knowledge needed to repair and maintain those systems. The existing Purchase Order agreement expired on December 31, 2019. This service is in the process of being converted to a contract. In the interim, this action will enable the Department to avoid higher service rates until the contract is finalized.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Jaspreet Benepal,  
925-370-5101

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

By: , Deputy

cc: Marcy Wilhelm, Jasmine Campos

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved then the Diagnostic Imaging department will have to pay higher services rates until the contract is finalized.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: February 11, 2020

Subject: Contract #23-443-2 Medical Information Technology, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-443-2 with Medical Information Technology, Inc. (dba Meditech), a corporation, in an amount not to exceed \$571,000, for the license, maintenance, and implementation of Meditech software modules, for the period February 1, 2020 through January 31, 2023.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I.

**BACKGROUND:**

Pursuant to a Program License Agreement dated July 16, 1992, and a Health Care Information System (HCIS) Software Agreement dated April 28, 2003, the County purchased the software modules from Medical Information Technology. Modules presently in use include Laboratory Module, Microbiology Module, Anatomical Pathology Module, Blood Bank Module, Materials Management Module, Data Repository and MAGIC Operating Systems (Disaster Recovery). Health Services' Clinical Laboratory uses these modules, which allow an exchange of, and real-time access to, patient medical information among the Clinical Labs. The County pays Medical Information Technology Inc., annually for the continued use, and maintenance of, these software modules.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Patrick Wilson,  
925-335-8700

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of the new HCIS Agreement (under Contract #23-443-2) will allow the Contractor to implement an Accounts Payable (AP) supply chain cost management module, plus provide three (3) years of maintenance to manage reimbursements and billing, reduce supply chain costs, maintain quality, build profitability through materials management of real-time inventory and surgical tracking, and business analytics to measure budgetary and contract performance to identify areas for cost-saving opportunities for Contra Costa Regional Medical Center (CCRMC).

The HCIS Agreement requires County to indemnify Meditech from any liability arising from County's improper use of the licensed software by County.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, lack of these software applications could disrupt real-time patient data exchange between Clinical Laboratories and Epic resulting in data loss, and CCRMC will not be able to implement cost-saving opportunities for supply chain management.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: February 11, 2020

Subject: Amended and Restated Memorandum of Understanding to Develop a Groundwater Sustainability Plan

---

**RECOMMENDATION(S):**

1. APPROVE and AUTHORIZE the Director of Conservation and Development, or designee, to execute, on behalf of the County, an amended and restated memorandum of understanding (MOU) with the cities and water agencies in east Contra Costa County regarding coordinating groundwater management of the East Contra Costa Subbasin, to allow agencies in Contra Costa County to prepare a sustainable groundwater management plan that is exclusive to the East Contra Costa Subbasin, and take related actions.
2. DESIGNATE the Director of Conservation and Development, or designee, to be the County's representative for all actions the County performs under the MOU.
3. DECLARE Contra Costa County's support for the City of Brentwood's Proposition 68 grant application to the Department of Water Resources for funding portions of the development of a Groundwater Sustainability Plan for the East Contra Costa Subbasin.

**FISCAL IMPACT:**

No impact to the General Fund. Costs to prepare the groundwater sustainability plan will be divided evenly among the parties to the MOU, except that the County may elect to satisfy some or all of its cost-share obligation through in-kind services performed by County staff, which will be funded by the Water Agency.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: 925-674-7824, Ryan Hernandez

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

By: , Deputy

cc:

## BACKGROUND:

The Sustainable Groundwater Management Act (Act) authorizes local agencies to manage groundwater in a sustainable fashion. The Act requires all high- and medium- priority groundwater basins, as designated by the California Department of Water Resources (DWR), to be managed by a Groundwater Sustainability Agency (GSA). In 2017, the Contra Costa County Board of Supervisors decided to be the groundwater sustainability agency and approved a Memorandum of Understanding (MOU) for the development of a Groundwater Sustainability Plan (GSP) for the unincorporated portions of east Contra Costa County within the Tracy Subbasin.

Concurrently, the aforementioned MOU was adopted by the Cities of Antioch and Brentwood, Byron Bethany Irrigation District, Contra Costa Water District, Diablo Water District, Discovery Bay Community Services District and East Contra Costa Irrigation District (together Overlying Agencies).

The Tracy Groundwater Subbasin stretches from the City of Antioch to the City of Tracy and overlies the jurisdiction of multiple cities and the counties of Contra Costa and San Joaquin. In an effort to streamline the development of the required GSP, the County, the Overlying Agencies, and the GSAs in San Joaquin County's portion of the Tracy Subbasin, applied to the State to divide the Tracy Subbasin along the border of Contra Costa and San Joaquin Counties. This allows the GSAs in each County to develop their own GSP under the Act. On February 11, 2019, the Department of Water Resources approved dividing the Tracy Subbasin into two subbasins (*e.g.*, East Contra Costa Subbasin and the Tracy Subbasin) thereby creating a separate groundwater basin entirely within Contra Costa County. The East Contra Costa Subbasin, (DWR Basin 5-22.19, San Joaquin Valley), attached as Exhibit A, is designated a medium-priority groundwater basin.

To ensure clarity for future decisions by the Board, the County and the Overlying Agencies prepared an amended and restated MOU that references DWR's new name and identification number, East Contra Costa Subbasin, 5-22.19. There are no other substantive changes to the amended and restated MOU. The County will continue to work cooperatively with the Overlying Agencies under the amended and restated MOU, attached as Exhibit B, to prepare a GSP for the East Contra Costa Subbasin.

Since the Board's decision to become a GSA, the County has worked with the Overlying Agencies to develop a GSP by:

- attending and participating in meetings;
- creating maps;
- helping develop a groundwater website <https://www.eccc-irwm.org/about-sgma>;
- establishing an email account to answer questions about groundwater - [groundwaterinfo@dcd.cccounty.us](mailto:groundwaterinfo@dcd.cccounty.us);
- establishing a list of stakeholders;
- noticing the public via the local newspaper of opportunities to participate in the development of the GSP.

Work will continue as we prepare the draft GSP for public review with the intent of bringing the draft GSP to the Board of Supervisors before the deadline of January 31, 2022.

The Conservation and Development Director recommends the Board adopt the Amended and Restated MOU for the continued development of a Groundwater Sustainability Plan for the East Contra Costa Subbasin.

The City of Brentwood is preparing a grant application to the State that would cover some of the costs of preparing a Groundwater Substantiality Plan. If approved, such a grant would reduce local agencies' share of the costs.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not adopt the amended and restated MOU, the County would no longer be party in development of the East Contra Costa Groundwater Sustainability Plan (GSP), mandated by the Act, and may have to prepare a separate GSP at a cost to be borne solely by the County. Additionally, the County would have no process to provide in-kind services that could offset some of the costs of preparing the GSP for the East Contra Costa Subbasin.

ATTACHMENTS

Resolution 2020/46

Exhibit A - Map: GSAs in East Contra Costa Subbasin

Exhibit B - ECC Amended and Restated MOU



**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 02/11/2020 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2020/46**

**RESOLUTION OF THE CONTRA COSTA COUNTY BOARD OF SUPERVISORS TO EXECUTE AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING TO DEVELOP A GROUNDWATER SUSTAINABILITY PLAN FOR THE EAST CONTRA COSTA SUBBASIN**

Recitals

- A. The Sustainable Groundwater Management Act (“Act”) authorizes local agencies to manage groundwater in a sustainable fashion. The Act requires all high- and medium- priority groundwater basins, as designated by the California Department of Water Resources (“DWR”), to be managed by a Groundwater Sustainability Agency (“GSA”).
- B. On April 25, 2017, the Contra Costa County Board of Supervisors (“County”) decided to be the groundwater sustainability agency for portions of the Tracy Subbasin that are located in Contra Costa County.
- C. On April 25, 2017, the Contra Costa County Board of Supervisors approved a Memorandum of Understanding (“MOU”) for the Development of a Groundwater Sustainability Plan (“GSP”) of the East Contra Costa County portion of the Tracy Subbasin.
- D. Around the same time, the aforementioned MOU was adopted by the Cities of Antioch and Brentwood, Byron Bethany Irrigation District, Contra Costa Water District, Diablo Water District, Discovery Bay Community Services District and East Contra Costa Irrigation District (together “Overlying Agencies”).
- E. To ensure clarity for future decisions by the Board, the County and the Overlying Agencies prepared an amended and restated MOU that references DWR’s new name and identification number, East Contra Costa Subbasin, 5-22.19. There are no other substantive changes to the amended and restated MOU. The County will continue to work cooperatively with the Overlying Agencies under the amended and restated MOU, attached as Exhibit B, to prepare a GSP for the East Contra Costa Subbasin.?
- F. Since the Board’s decision to become a GSA, the County has continuously worked with the parties listed above to develop a Groundwater Sustainability Plan by attending meetings, creating maps, helping develop a groundwater website, establishing an informational email, establishing a listserv of stakeholders and noticing the public via the local newspaper of opportunities to participate in the development of the GSP.
- G. On February 11, 2019, the Department of Water Resources approved dividing the Tracy Subbasin into two subbasins (e.g., East Contra Costa Subbasin and the Tracy Subbasin) thereby creating a separate groundwater basin entirely within Contra Costa County called the East Contra Costa Subbasin, (DWR Basin 5-22.19, San Joaquin Valley).
- H. The East Contra Costa Subbasin, (DWR Basin 5-22.19, San Joaquin Valley) is a medium-priority groundwater basin.
- I. Water Code section 10727(b) authorizes multiple GSAs overlying a single groundwater basin to develop and adopt a single groundwater sustainability plan for the basin. The County will continue to work cooperatively with the Overlying Agencies under the MOU attached as Exhibit B to prepare a GSP for the East Contra Costa Subbasin.

NOW, THEREFORE, be it RESOLVED, by the Contra Costa County Board of Supervisors as follows:

1. Contra Costa County is the Groundwater Sustainability Agency for the portions of the East Contra Costa Subbasin (DWR Basin 5-22.19) as shown on Exhibit A.
2. The Amended and Restated Memorandum of Understanding for the Development of a Groundwater

Sustainability Plan for the East Contra Costa Subbasin (DWR Basin 5-22.19, San Joaquin Valley) MOU, attached hereto as Exhibit B, is hereby approved. The Director of Conservation and Development, or designee, is authorized to execute, on behalf of the County, the MOU.

**Attachments:**

Exhibit A – Map: Groundwater Sustainability Agencies within the East Contra Costa Subbasin (DWR Basin 5-22.19, San Joaquin Valley)

Exhibit B – Amended and Restated Memorandum of Understanding

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: February 11, 2020**

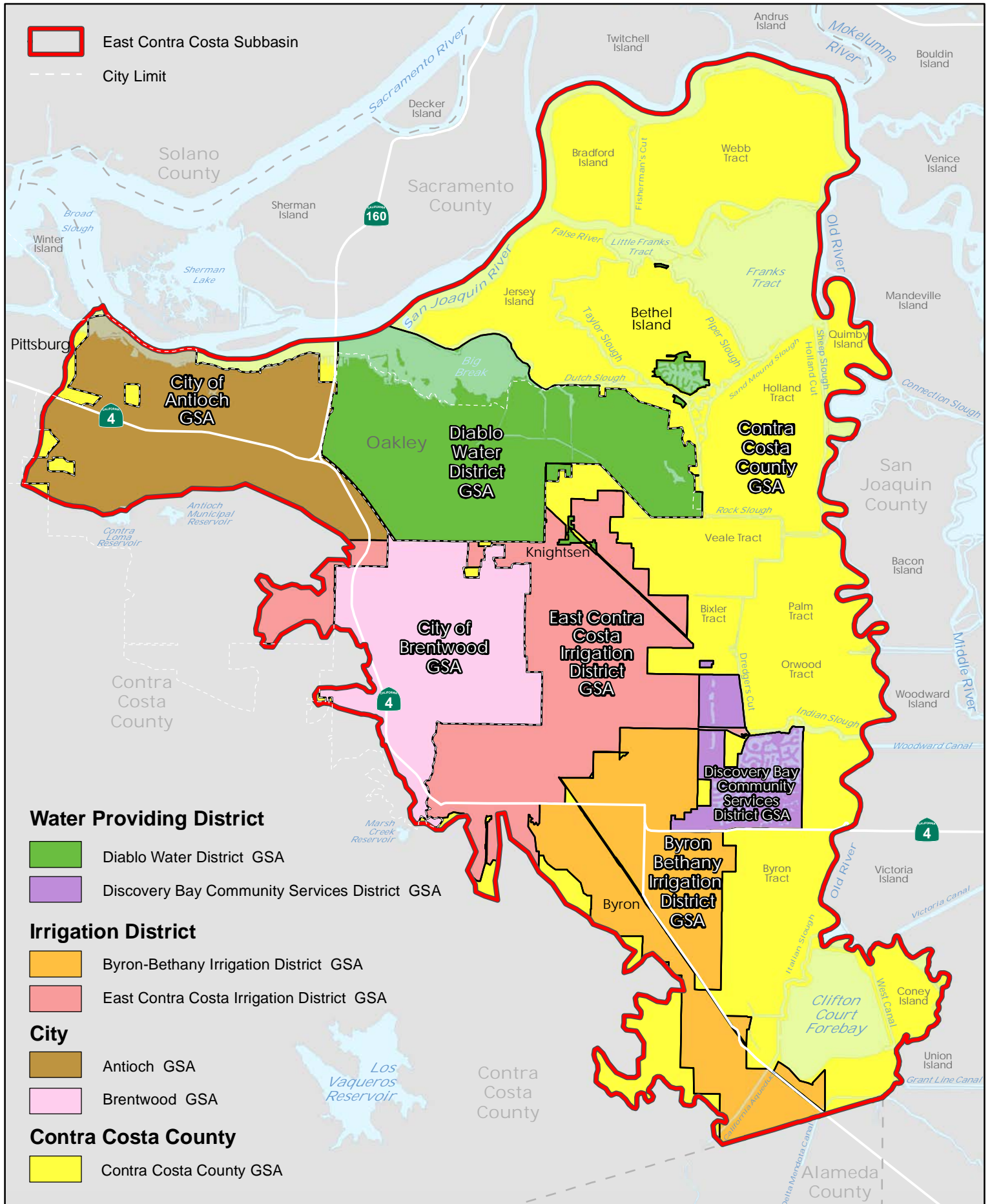
David J. Twa, County Administrator and Clerk of the Board of Supervisors

**Contact: 925-674-7824, Ryan Hernandez**

By: , Deputy

**cc:**

# Groundwater Sustainability Agencies in the East Contra Costa Subbasin (5-022.19)



## Water Providing District

- Diablo Water District GSA
- Discovery Bay Community Services District GSA

## Irrigation District

- Byron-Bethany Irrigation District GSA
- East Contra Costa Irrigation District GSA

## City

- Antioch GSA
- Brentwood GSA

## Contra Costa County

- Contra Costa County GSA



23           B.       The East Contra Costa Subbasin (“**Basin**”) is referred to as DWR Basin 5-22.19,  
24 San Joaquin Valley, and is shown on the map attached hereto as Exhibit A and incorporated herein  
25 by reference as if set forth in full. The Basin is located in eastern Contra Costa County. The  
26 Parties collectively overlie all of the Basin.

27           C.       Under SGMA, one or more local agencies may form a groundwater sustainability  
28 agency (“**GSA**”), by memorandum of agreement, joint exercise of powers agreement, or other  
29 agreement. (Wat. Code, §§ 10723(a), 10723.6.) The Parties desire for each Party to be the GSA  
30 within all or a portion of that Party’s boundary. The Parties further desire to develop a governance  
31 structure for the Basin to be considered during development of the groundwater sustainability plan  
32 (a “**GSP**”) for the Basin (the “**Basin GSP**”). The Parties further desire to resolve areas of  
33 jurisdictional overlap so that no two Parties serve as GSAs over the same area. The purpose of  
34 this MOU is to coordinate the Parties’ activities related to each Party becoming a GSA,  
35 development of the Basin GSP, and each Party’s future consideration of whether to adopt the Basin  
36 GSP.

37           D.       The Parties wish to collaborate in an effort to ensure sustainable groundwater  
38 management for the Basin, manage the groundwater basin as efficiently as practicable balancing  
39 the financial resources of the agencies with the principles of effective and safe groundwater  
40 management, while retaining groundwater management authority within their respective  
41 jurisdictions. The Parties desire to share responsibility for Basin management under SGMA. The  
42 Parties recognize that the key to success in this effort will be the coordination of activities under  
43 SGMA, and the collaborative development of the Basin GSP, which each Party may consider  
44 adopting and implementing within its GSA management area.

45 E. The Basin has been designated by the California Department of Water Resources  
46 (“DWR”) as a medium-priority groundwater basin, which, under the terms of SGMA, means that  
47 the Parties must submit a Basin GSP to DWR by January 31, 2022.

48 F. This MOU amends and restates the original Memorandum of Understanding, dated  
49 May 9, 2017, and as amended on November 16, 2017. This MOU also recognizes changes that  
50 reflect DWR’s determination that, for purposes of SGMA, the Basin is separate and distinct from  
51 other portions of the Tracy Subbasin located in San Joaquin and Alameda Counties. The Basin is  
52 located entirely within Contra Costa County. The Parties wish to memorialize and restate their  
53 commitments by means of this MOU.

54 Understandings

55 1. *Term.* The term of this MOU begins on the Effective Date, which shall occur upon  
56 execution of this MOU by all eight of the parties, and this MOU shall remain in full force  
57 and effect until the earliest of the following events: (i) January 31, 2022, (ii) the date upon  
58 which the Parties submit a Basin GSP to DWR, or (iii) the date upon which the Parties then  
59 party to the MOU execute a document jointly terminating the provisions of this MOU. An  
60 individual Party’s obligations under this MOU terminate when the Party withdraws from  
61 the MOU in accordance with Section 4.

62 2. *Development of the GSP*

63 a. *Parties to Become GSAs.* Each Party, except Contra Costa Water District, agrees  
64 to take the necessary actions to become the GSA for all or a portion of that area of  
65 the East CC Basin that it overlies, as shown on Exhibit A, attached hereto, no later  
66 than April 1, 2017, or shortly thereafter. The Parties shall jointly submit the Parties’

67 individual elections to become GSAs and this MOU to DWR prior to April 1, 2017,  
68 or shortly thereafter. The Parties further agree to develop a governance structure  
69 for the Basin to be considered during development of the Basin GSP

70 b. *Single GSP.* The Parties will collaborate to develop a single Basin GSP that, at a  
71 minimum, satisfies the GSP requirements in the SGMA and the regulations  
72 promulgated under the SGMA. The Basin GSP must include an analysis of  
73 implementation costs and revenue sources, and must include an analysis of  
74 governance structure options. The Basin GSP shall be drafted in a manner that  
75 preserves, and does not purport to supersede, the land use authority of each city or  
76 county, or the statutory authority of each special district, that is a party to this MOU.  
77 The Basin GSP must include provisions for consultation between a GSA and any  
78 public agency that the GSA overlaps before the GSA takes any action that may  
79 relate to that public agency's exercise of its statutory authority. Unless the Parties  
80 later agree otherwise, it is intended that the Basin GSP will be implemented by  
81 each Party within its respective GSA management area, and that the Parties will  
82 coordinate their implementation of the Basin GSP.

83 c. *Overlap Areas.* Solely for the purpose of complying with the SGMA requirement  
84 that GSA management areas not overlap, the Parties agree that there are no  
85 overlapping GSA management areas, as shown on Exhibit A. This MOU does not  
86 purport to limit any Party's legal authority to utilize and deliver groundwater or  
87 surface water throughout its jurisdictional boundary (as may be amended from  
88 time-to-time), which may include area outside of a Party's management area shown  
89 on Exhibit A.

90 d. *Cooperation of Efforts.* The Parties will designate staff who will endeavor to meet  
91 monthly or more frequently if necessary to develop the terms of the Basin GSP in  
92 an expeditious manner.

93 e. *Contracting with Consultant & Cost Share Among the Parties.*

94 (1) *Contracting with Consultant.*

95 A. Contract for the Preparation of the GSP. Brentwood, acting on  
96 behalf of the other Parties, shall promptly enter into an agreement with Luhdorff and Scalmanini  
97 (“**Consultant**”) for the preparation of the Basin GSP.

98

99 B. Annual Budgets and Scopes of Work. Not later than each  
100 February 15, Brentwood shall obtain a proposed budget and scope from Consultant for services  
101 during the upcoming fiscal year. Brentwood shall promptly provide the proposed budget and  
102 scope to the other Parties and shall give the other Parties until each March 15 to review the  
103 proposed budget and scope, and provide written comments to Brentwood. Such comments shall  
104 include each Party’s determination as to whether it is willing to pay its share of the cost of such  
105 work, as identified in Paragraph 2(e)(2). If, after each March 15, no Party has indicated in  
106 writing that it is unwilling to pay its share of the cost of such work, the Consultant’s budget and  
107 scope for the upcoming fiscal year shall be deemed approved and Brentwood shall take such  
108 actions as may be necessary to cause Consultant to perform the services included in that budget  
109 and scope of work. In the event that one or more Parties object to the proposed budget and scope  
110 of work, the Parties shall promptly meet and confer to determine an appropriate course of action.

111 C. Payments by Parties to Brentwood. Brentwood shall, upon receipt  
112 of Consultant’s monthly invoices, pay Consultant for services rendered during the previous



113 month. Brentwood will promptly provide invoices to the other Parties identifying their shares of  
114 the cost of the previous month's work and such other Parties shall pay said invoices within 45  
115 days of receipt.

116 (2) *Cost-Share for Basin GSP.* The costs associated with developing the  
117 Basin GSP ("**GSP Costs**"), including but not limited to, any local cost-shares required by state or  
118 federal grants, will be shared equally among the Parties.

119  
120 A. In-Kind Services Provided by County. The County, at its sole  
121 discretion, may satisfy its share of GSP Costs by providing in-kind services, which may include  
122 but may not be limited to mapping, graphics, and database management services. The County  
123 will provide written notice to the other Parties by the March 15 immediately preceding the fiscal  
124 year stating either that the County will pay its share of GSP Costs in the fiscal year, or that the  
125 County will provide in-kind services in lieu of paying its share of GSP Costs in the fiscal year.  
126 In the case of payments to Consultant or other vendors where the County wishes to substitute in-  
127 kind services for direct payments, Brentwood shall allocate such invoices equally among the  
128 Parties other than the County. Notwithstanding anything to the contrary contained herein, no  
129 Party shall be obligated to pay the County for the value of any in-kind services provided by the  
130 County, and the value of any in-kind services provided by the County shall only act as a credit  
131 towards the County's share of GSP Costs, as more particularly described in 2(e)(2)(B).

132 B. Annual Accounting. Brentwood shall prepare an annual  
133 accounting by October 1 that shows all GSP Costs for the previous fiscal year and that identifies  
134 in-kind services provided by the County and the County's calculation of the value of those in-  
135 kind services. By July 30th following the end of a fiscal year, the County will provide

136 Brentwood an accounting of the County's in-kind services during the prior fiscal year, and any  
137 carry-over value of in-kind services provided during any fiscal years preceding the prior fiscal  
138 year. The value of the County's in-kind services will be calculated based on (1) the then-current  
139 fully-burdened hourly rates for County staff time, benefits, and overhead, and (2) the County's  
140 actual costs for any materials or supplies required to provide the in-kind services.

141 i. Upon written notice to the other Parties no later than 15  
142 days after receiving Brentwood's annual accounting, any Party other than the County may  
143 dispute the County's calculation of the value of the in-kind services that the County provided  
144 during the fiscal year for which the accounting is prepared, but no Party may challenge the value  
145 of in-kind services that were carried over from any fiscal year preceding the fiscal year for which  
146 the accounting is prepared. In the event that one or more Parties provide notice of a dispute  
147 under this subparagraph, the Parties shall promptly meet and confer in an effort to resolve the  
148 dispute to the satisfaction of all Parties. The County's obligation to make any payments to other  
149 Parties under Paragraph 2(e)(2)(B)(ii) shall be tolled until the County receives, from each  
150 disputing Party, written notice that the dispute has been resolved to the disputing Party's  
151 satisfaction.

152 ii. Except as expressly provided in Paragraph 2(e)(2)(B)(i), in  
153 the event that Brentwood's annual accounting shows that the value of the in-kind services  
154 provided by the County during the fiscal year for which the accounting is prepared, plus any  
155 carry-over value for in-kind services provided in any preceding fiscal years, is less than the  
156 individual contributions of the other Parties during the fiscal year for which the annual  
157 accounting is prepared, the County shall provide, by the November 30 following receipt of the  
158 annual accounting, payments to each of the other Parties sufficient to equalize the values of the

159 Parties' contributions during the fiscal year for which the accounting is prepared. In the event  
160 that Brentwood's annual accounting shows that the value of the in-kind services provided by the  
161 County during the fiscal year for which the accounting is prepared, plus any carry-over value for  
162 in-kind services provided in any preceding fiscal years, is greater than the individual  
163 contributions of the other Parties, Brentwood shall credit the County with the difference and  
164 carry over that excess contribution to be credited towards the value of the County's in-kind  
165 services provided in the subsequent fiscal year.

166 f. *Approval of the GSP.* The Parties agree that the Basin GSP will become effective  
167 for each Party when all of the Parties adopt the Basin GSP.

168 3. *Savings Provisions.* This MOU shall not operate to validate or invalidate, modify or affect  
169 any Party's water rights or any Party's obligations under any agreement, contract or  
170 memorandum of understanding/agreement entered into prior to the effective date of this  
171 MOU. Nothing in this MOU shall operate to convey any new right to groundwater to any  
172 Party. Each Party to this MOU reserves any and all claims and causes of action respecting  
173 its water rights and/or any agreement, contract or memorandum of  
174 understanding/agreement; any and all defenses against any water rights claims or claims  
175 under any agreement, contract or memorandum of understanding/agreement.

176 4. *Withdrawal.* Any Party shall have the ability to withdraw from this MOU by providing  
177 sixty (60) days written notice of its intention to withdraw. Said notice shall be given to  
178 each of the other Parties.

179 a. A Party shall not be fiscally liable for expenditures following its withdrawal from  
180 this MOU, provided that the Party provides written notice at least sixty (60) days  
181 prior to the effective date of the withdrawal. A withdrawal shall not terminate, or

182                   relieve the withdrawing Party from, any express contractual obligation to another  
183                   Party to this MOU or to any third party incurred or encumbered prior to the  
184                   withdrawal.

185           b.       In the event of a Party’s withdrawal, this MOU shall continue in full force and effect  
186                   among the remaining Parties. Further, a Party’s withdrawal from this MOU does  
187                   not, without further action by that Party, have any effect on the withdrawing Party’s  
188                   decision to be a GSA. A withdrawing Party shall coordinate the development of its  
189                   groundwater sustainability plan with the other Parties to this MOU.

190   5.       *CEQA*. Nothing in this MOU commits any Party to undertake any future discretionary  
191                   actions referenced in this MOU, including but not limited to electing to become a GSA and  
192                   adopting the Basin GSP. Each Party, as a lead agency under the California Environmental  
193                   Quality Act (“**CEQA**”), shall be responsible for complying with all obligations under  
194                   CEQA that may apply to the Party’s future discretionary actions pursuant to this MOU,  
195                   including electing to become a GSA and adopting the Basin GSP.

196   6.       *Books and Records*. Each Party shall have access to and the right to examine any of the  
197                   other Party’s pertinent books, documents, papers or other records (including, without  
198                   limitation, records contained on electronic media) relating to the performance of that  
199                   Party’s obligations pursuant to this Agreement, *providing that* nothing in this paragraph  
200                   shall be construed to operate as a waiver of any applicable privilege and *provided further*  
201                   that nothing in this paragraph shall be construed to give either Party rights to inspect the  
202                   other Party’s records in excess of the rights contained in the California Public Records Act.

203   7.       *General Provisions*

204 a. *Authority.* Each signatory of this MOU represents that s/he is authorized to execute  
205 this MOU on behalf of the Party for which s/he signs. Each Party represents that it  
206 has legal authority to enter into this MOU and to perform all obligations under this  
207 MOU.

208 b. *Amendment.* This MOU may be amended or modified only by a written instrument  
209 executed by each of the Parties to this MOU.

210 c. *Jurisdiction and Venue.* This MOU shall be governed by and construed in  
211 accordance with the laws of the State of California, except for its conflicts of law  
212 rules. Any suit, action, or proceeding brought under the scope of this MOU shall  
213 be brought and maintained to the extent allowed by law in the County of Contra  
214 Costa, California.

215 d. *Headings.* The paragraph headings used in this MOU are intended for convenience  
216 only and shall not be used in interpreting this MOU or in determining any of the  
217 rights or obligations of the Parties to this MOU.

218 e. *Construction and Interpretation.* This MOU has been arrived at through  
219 negotiations and each Party has had a full and fair opportunity to revise the terms  
220 of this MOU. As a result, the normal rule of construction that any ambiguities are  
221 to be resolved against the drafting Party shall not apply in the construction or  
222 interpretation of this MOU.

223 f. *Entire Agreement.* This MOU constitutes the entire agreement of the Parties with  
224 respect to the subject matter of this MOU and supersedes any prior oral or written

225 agreement, understanding, or representation relating to the subject matter of this  
226 MOU.

227 g. *Partial Invalidity.* If, after the date of execution of this MOU, any provision of this  
228 MOU is held to be illegal, invalid, or unenforceable under present or future laws  
229 effective during the term of this MOU, such provision shall be fully severable.  
230 However, in lieu thereof, there shall be added a provision as similar in terms to such  
231 illegal, invalid or unenforceable provision as may be possible and be legal, valid  
232 and enforceable.

233 h. *Waivers.* Waiver of any breach or default hereunder shall not constitute a  
234 continuing waiver or a waiver of any subsequent breach either of the same or of  
235 another provision of this MOU and forbearance to enforce one or more of the  
236 remedies provided in this MOU shall not be deemed to be a waiver of that remedy.

237 i. *Necessary Actions.* Each Party agrees to execute and deliver additional documents  
238 and instruments and to take any additional actions as may be reasonably required  
239 to carry out the purposes of this MOU.

240 j. *Compliance with Law.* In performing their respective obligations under this MOU,  
241 the Parties shall comply with and conform to all applicable laws, rules, regulations,  
242 and ordinances.

243 k. *Liability.* Each Party agrees to indemnify and hold every other Party to the  
244 Agreement, and their officers, agents and employees, free and harmless from any  
245 costs or liability imposed upon any other Party, officers, agents, or employees  
246 arising out of any acts or omissions of its own officers, agents or employees.

247 1. *Third Party Beneficiaries.* This MOU shall not create any right or interest in any  
248 non-Party or in any member of the public as a third party beneficiary.

249 m. *Counterparts.* This MOU may be executed in one or more counterparts, each of  
250 which shall be deemed to be an original, but all of which together shall constitute  
251 but one and the same instrument.

252 n. *Notices.* All notices, requests, demands or other communications required or  
253 permitted under this MOU shall be in writing unless provided otherwise in this  
254 MOU and shall be deemed to have been duly given and received on: (i) the date of  
255 service if served personally or served by electronic mail or facsimile transmission  
256 on the Party to whom notice is to be given at the address(es) provided below, (ii)  
257 on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or  
258 other similar overnight courier service, postage prepaid, and addressed as provided  
259 below, or (iii) on the third day after mailing if mailed to the Party to whom notice  
260 is to be given by first class mail, registered or certified, postage prepaid, addressed  
261 as follows:

262  
263 **City of Antioch**

264 City Manager

265 P.O. Box 5007

266 Antioch, CA 94531-5007

267 Telephone: (925) 779-7011

268 Facsimile: (925) 779-7003

269

270                   **City of Brentwood**  
271                   City Manager  
272                   150 City Park Way  
273                   Brentwood, CA 94513  
274                   Phone: (925) 516-5400  
275                   Fax: (925) 516-5441

276  
277                   **Byron Bethany Irrigation District**  
278                   General Manager  
279                   7995 Bruns Road  
280                   Byron, CA 94514-1625  
281                   Telephone: (209) 835-0375  
282                   Facsimile: (209) 835-2869

283  
284                   **Contra Costa Water District**  
285                   General Manager  
286                   Contra Costa Water District  
287                   P. O. Box H20  
288                   Concord, CA 94524  
289                   Phone (925) 688-8032  
290                   Fax (925) 688-8197

291  
292  
293



294                   **Contra Costa County**  
295                   Director, Department of Conservation and Development  
296                   30 Muir Road  
297                   Martinez, CA 94553  
298                   Phone (925) 674-7866

299  
300                   **Diablo Water District**  
301                   Attn: General Manager  
302                   P.O. Box 127  
303                   87 Carol Lane  
304                   Oakley, CA 94561  
305                   Phone: (925) 625-3798  
306                   Fax: (925) 625-0814

307  
308                   **East Contra Costa Irrigation District**  
309                   General Manager  
310                   1711 Sellers Avenue  
311                   Brentwood, CA 94513  
312                   Phone: (925) 634-3544  
313                   Fax: (925) 634-0897

314  
315  
316  
317

318 **Discovery Bay Community Services District**

319 C/O: General Manager

320 1800 Willow Lake Road

321 Discovery Bay, CA 94505-9376

322 Telephone: (925) 634-1131

323 Facsimile: (925) 513-2705

324

325 8. Signatures. The Following signatures attest each Party's agreement hereto.

326 **[Remainder of page left blank. Signatures on next pages.]**

327

328 **CITY OF ANTIOCH**

329

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

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

331 Rowland E. Bernal Jr., City Manager

332 **APPROVED AS TO FORM:**

333

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

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

335 Thomas Lloyd Smith, City Attorney

336

337 **CITY OF BRENTWOOD**

338

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

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

340 Terrence Grindall, Interim City Manager

341

342 **APPROVED AS TO FORM:**

343

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

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

345 Damien Brower, City Attorney

346

347 **BYRON BETHANY IRRIGATION DISTRICT**

348

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

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

350 Rick Gilmore, General Manager

351

352 **CONTRA COSTA WATER DISTRICT**

353

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

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

355 Stephen J. Welch, General Manager

356

357

358

359 APPROVED AS TO FORM:

360

361 By: \_\_\_\_\_ Date: \_\_\_\_\_

362 District Legal Counsel

363

364 **CONTRA COSTA COUNTY**

365

366 By: \_\_\_\_\_ Date: \_\_\_\_\_

367 John Kopchik, Director of

368 Conservation and Development

369 APPROVED AS TO FORM:

370 Sharon L. Anderson, County Counsel

371

372 By: \_\_\_\_\_ Date: \_\_\_\_\_

373 Deputy County Counsel

374

375 **DIABLO WATER DISTRICT**

376

377 By: \_\_\_\_\_ Date: \_\_\_\_\_

378 Dan Muelrath, General Manager

379

380 **EAST CONTRA COSTA IRRIGATION DISTRICT**

381

382 By: \_\_\_\_\_ Date: \_\_\_\_\_

383 Aaron Trott, General Manager

384

385 **DISCOVERY BAY COMMUNITY SERVICES DISTRICT**

386

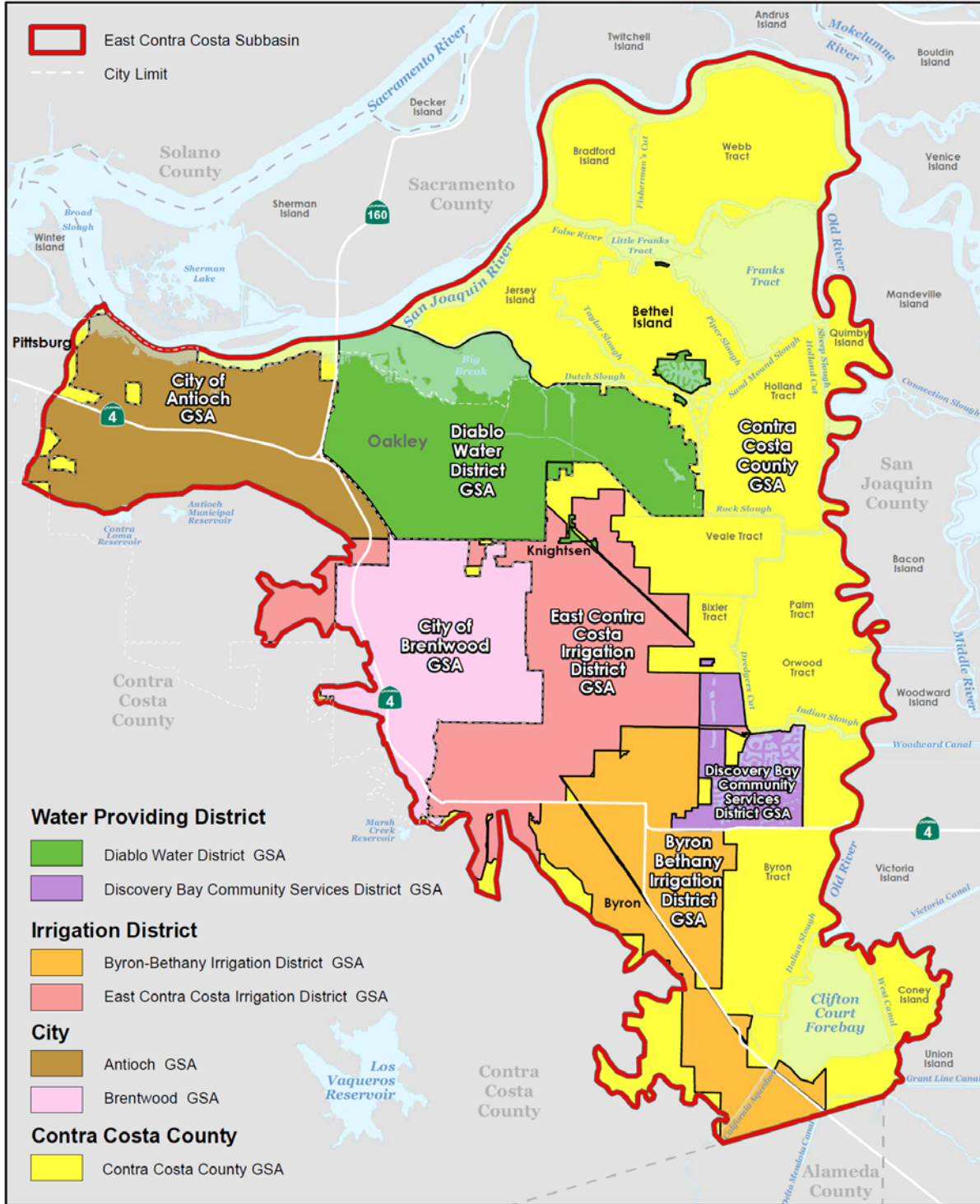
387 By: \_\_\_\_\_ Date: \_\_\_\_\_

388 Michael R. Davies, General Manager

389

**EXHIBIT A**

**Groundwater Sustainability Agencies in the East Contra Costa Subbasin (5-022.19)**



Map created 08/26/2019  
 by Contra Costa County Department of  
 Conservation and Development, GIS Group  
 30 Muir Road, Martinez, CA 94553  
 37.59-41.791N 122.07.03.756W

This map or dataset was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.





Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: February 11, 2020

Subject: Reimbursement Resolution for Multifamily Housing Revenue Bonds - Hacienda in Richmond

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2020/36 conditionally providing for the issuance of multifamily housing revenue bonds in an aggregate amount not to exceed \$80,000,000 to finance the acquisition and rehabilitation of Hacienda Apartments, a 150-unit multifamily residential rental housing development located at 1300 Roosevelt Avenue in the City of Richmond, (APN 534-370-028), and approving related actions.

**FISCAL IMPACT:**

There is no fiscal impact associated with this action. In the event that the bonds are issued, the County is reimbursed for costs incurred in the issuance process. Annual expenses for monitoring of Regulatory Agreement provisions ensuring certain units in the development will be rented to low income households are accommodated in the bond issue. The bonds will be solely secured by and payable from revenues (e.g. development rents, reserves, etc.) pledged under the bond documents. No County funds are pledged to secure the bonds.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Kristen Lackey,  
925-674-7793

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

By: , Deputy

cc:

## BACKGROUND:

Contra Costa County, through the Department of Conservation and Development, operates a multifamily housing revenue bond financing program. The purpose of the program is to increase or preserve the supply of affordable rental housing available to low and very low income households. The County program may be undertaken within the unincorporated County and within the cities located in the County that have agreed to let the County operate the program in their jurisdiction.

Richmond Hacienda, L.P. (the "Partnership") requested to participate in the County's multifamily housing revenue bond financing program. Mercy Housing Calwest, with the assistance of Community Housing Development Corporation, will serve as the managing general partner of the Partnership with a to-be-named tax credit investor partner. The Partnership will be the Borrower of the bond proceeds, which will be used to finance the acquisition and rehabilitation of an 150-unit multifamily rental housing facility known as Hacienda Apartments located at 1300 Roosevelt Avenue in the City of Richmond. All of the units will be affordable to households earning up to 50 percent of the area median income. The project meets the eligibility criteria for bond financing and the County policy for this program. On June 26, 2018, the Board of Supervisors allocated \$1,810,000 of Community Development Block Grant funds to Hacienda Apartments.

A requirement of federal tax law is that the prospective financing be subject to a conditional statement of intent to issue bonds to reimburse expenses incurred prior to the date the bonds are issued, i.e. a reimbursement resolution must be adopted by the Board of Supervisors. Also, the California Debt Limit Allocation Committee that allocates tax-exempt bond authority for the bond issue, requires that a reimbursement resolution be adopted before an application may be submitted for such an allocation. The adoption of a reimbursement resolution will not obligate the County or the owner without future discretionary actions, but will indicate the intent of the County to issue the bonds if all conditions in the reimbursement resolution have been satisfied.

## CONSEQUENCE OF NEGATIVE ACTION:

Without the reimbursement resolution, Richmond Hacienda, L.P. will not be able to commence with the process of applying to the California Debt Limit Allocation Committee for multifamily housing revenue bond authority through the County.

## CHILDREN'S IMPACT STATEMENT:

The recommendation supports one or more of the following children's outcomes:

- (1) Children Ready for and Succeeding in School;
- (2) Children and Youth Healthy and Preparing for Productive Adulthood;
- (3) Families that are Economically Self Sufficient;
- (4) Families that are Safe, Stable and Nurturing; and
- (5) Communities that are Safe and Provide a High Quality of Life for Children and Families.

## ATTACHMENTS

Resolution 2020/36

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 02/11/2020 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2020/36**

Resolution Setting Forth the County’s Official Intent to Issue Revenue Bonds to Finance a Multifamily Residential Rental Housing Development – Hacienda Apartments

WHEREAS, the Board of Supervisors of the County of Contra Costa (the “County”) has determined that there is a shortage of safe and sanitary housing within the County, and that it is in the best interest of the residents of the County and in furtherance of the health, safety and welfare of the public for the County to assist in the financing of multifamily rental housing developments; and

WHEREAS, pursuant to Division 31 of the Health and Safety Code of the State of California, and particularly Chapter 7 of Part 5 thereof (the “Act”), the County is empowered to issue and sell revenue bonds for the purpose of making mortgage loans or otherwise providing funds to finance the acquisition, construction and rehabilitation of multifamily rental housing, including units for lower income households and very low income households; and

WHEREAS, Richmond Hacienda, L.P., a California limited partnership (the “Borrower”) has requested that the County consider the issuance and sale of tax-exempt revenue bonds (the “Bonds”) pursuant to the Act for the purpose of lending the proceeds thereof to the Borrower to finance the acquisition and rehabilitation by the Borrower of 150 units of multifamily rental housing currently known as Hacienda Apartments located at 1300 Roosevelt Avenue in the City of Richmond (the “Development”), to be owned by the Borrower; and

WHEREAS, the Borrower has requested an expression of the Board of Supervisors willingness to authorize the issuance of the Bonds at a future date after the documentation relating to the financing has been prepared and completed, and the County’s requirements for the issuance of such Bonds have been satisfied; and

WHEREAS, the Board of Supervisors now wishes to declare its intention to authorize the issuance of the Bonds, provided certain conditions are met, for the purpose of financing costs of the Development, in an aggregate principal amount not to exceed \$80,000,000.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Contra Costa as follows:

Section 1. The Board of Supervisors hereby determines that it is necessary and desirable to provide financing for the Development pursuant to the Act by the issuance of the Bonds in an aggregate principal amount not to exceed Eighty Million Dollars (\$80,000,000). The issuance of the Bonds shall be subject to the following conditions: (a) the County by resolution of the Board of Supervisors shall have first agreed to acceptable terms and conditions for the Bonds (and for the sale and delivery thereof), and for all agreements with respect to the Bonds to which the County will be a party; (b) all requisite governmental approvals for the Bonds shall have first been obtained; (c) the Bonds shall be payable from revenues received with respect to a loan to the Borrower made with the proceeds of the Bonds, and neither the full faith nor the credit of the County shall be pledged to the payment of the principal of or interest on the Bonds; (d) any occupancy and other requirements of the Internal Revenue Code of 1986, as amended (the “Code”) are satisfied or otherwise provided for with respect to Bonds, the interest on which is intended to be excluded from gross income for federal tax purposes; (e) any occupancy and other requirements of the Act with respect to the Development are satisfied or otherwise provided for; and (f) any occupancy and other requirements of the County applicable to the Development are satisfied or otherwise provided for.

Section 2. The Chair of the Board of Supervisors, the Vice-Chair of the Board of Supervisors, the County Administrator, the Director of Conservation and Development, the Affordable Housing Program Manager of Conservation and Development, County Counsel and the other officers of the County are hereby authorized and directed to take whatever further action consistent



with this Resolution may be deemed reasonable and desirable, including participating in the preparation of any resolution, indenture, bond purchase agreement, official statement and/or other documents or agreements necessary or appropriate to effect the Bond financing, and any actions necessary to obtain an allocation of the State of California's private activity bond volume cap for the Bonds under Section 146 of the Code and Section 8869.85 of the Government Code, including obtaining a deposit from or on behalf of the Borrower, and submitting an application for such volume cap to the California Debt Limit Allocation Committee, all to the extent required for the issuance of the Bonds.

Section 3. It is the purpose and intent of the County that this Resolution constitute a declaration of official intent to issue the Bonds for the Development for purposes of Sections 103 and 141 to 150 of the Code. The County reasonably expects that certain costs of the Development will be reimbursed with proceeds of the Bonds for certain expenditures made prior to the issuance of the Bonds.

Section 4. This Resolution shall take effect immediately upon its adoption.

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: February 11, 2020**

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

**Contact: Kristen Lackey, 925-674-7793**

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: February 11, 2020

Subject: Disposal of Surplus Property

---

**RECOMMENDATION(S):**

DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Section 1108-2.212 of the County Ordinance Code authorizes the Purchasing Agent to dispose of any personal property belonging to Contra Costa County and found by the Board of Supervisors not to be required for public use. The property for disposal is either obsolete, worn out, beyond economical repair, or damaged beyond repair.

**CONSEQUENCE OF NEGATIVE ACTION:**

Public Works would not be able to dispose of surplus vehicles and equipment.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Nida Rivera, (925)  
313-2124

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

By: , Deputy

cc:

ATTACHMENTS

Surplus Vehicles & Equipment

Additional Vehicle

Information

ATTACHMENT TO BOARD ORDER FEBRUARY 11, 2020

| Department                 | Description/Unit/Make/Model                            | Serial No.        | Condition<br>A. Obsolete B. Worn Out<br>C. Beyond economical repair<br>D. Damaged beyond repair |
|----------------------------|--|-------------------|---|
| EHS/COMM SERVICES          | 2002 FORD E-350 PASSENGER VAN # 4614 ( 26882 MILES)    | 1FBNE31L22HA81674 | C. BEYOND ECONOMICAL REPAIR   |
| SHERIFF                    | 2012 FORD TAURUS SEDAN # 1033 (108911 MILES)           | 1FAHP2DW1CG130749 | B. WORN OUT   |
| SHERIFF                    | 2010 FORD TAURUS SEDAN # 1016 (112019 MILES)           | 1FAHP2DW0AG139486 | B. WORN OUT   |
| SHERIFF                    | 2014 FORD INTERCEPTOR SUV # 3404 (86373 MILES)         | 1FM5K8AR1EGA91950 | B. WORN OUT   |
| SHERIFF                    | 2015 FORD INTERCEPTOR SEDAN # 2546 (104620 MILES)      | 1FAHP2MT4FG151816 | B. WORN OUT   |
| SHERIFF                    | 2006 HONDA TRX-500 # 9125 ( )                          | 1HFTE264164500440 | B. WORN OUT   |
| SHERIFF                    | 2006 HONDA TRX-500 # 9123 ( )                          | 1HFTE264164500423 | B. WORN OUT   |
| SHERIFF                    | 2006 HONDA TRX-500 # 9121 ( )                          | 1HFTE264964500430 | B. WORN OUT   |
| SHERIFF                    | 2006 HONDA TRX-500 # 9124 ( )                          | 1HFTE264364500424 | B. WORN OUT   |
| PUBLIC WORKS               | 2003 TOYOTA HYBRID SEDAN # 0244 (107589 MILES)         | JT2BK12U430081476 | B. WORN OUT   |
| HEALTH SERVICES            | 2005 HONDA CIVIC HYBRID SEDAN # 0267 (94787 MILES)     | JHMES96675S018182 | B. WORN OUT   |
| CONSERVATION DEVELOPMENT   | 2007 HONDA CIVIC HYBRID SEDAN # 0274 (99785 MILES)     | JHMFA36267S004973 | B. WORN OUT   |
| PUBLIC WORKS               | 2001 CHEVY S-10 TRUCK # 5024 (110594 MILES)            | 1GCCS14W61K172843 | C. BEYOND ECONOMICAL REPAIR   |
| PUBLIC WORKS               | 2008 FORD F-450 DUMP TRUCK # 6332 (118946 MILES)       | 1FDXF46R68EE18471 | C. BEYOND ECONOMICAL REPAIR   |
| SHERIFF                    | 2007 FORD CROWN VICTORIA # 2755 (62273 MILES)          | 2FAFP71W57X132593 | B. WORN OUT   |
| SHERIFF                    | 2017 FORD INTERCEPTOR SUV # 3614 (37652 MILES)         | 1FM5K8AT8HGC66775 | D. DAMAGED BEYOND REPAIR  |
| PUBLIC WORKS               | 2002 FORD TAURUS SEDAN # 0378 (83973 MILES)            | 1FAFP52U92G284117 | B. WORN OUT   |
| SHERIFF                    | 2014 FORD INTERCEPTOR SEDAN # 2421 (117658 MILES)      | 1FAHP2MT4EG129720 | B. WORN OUT   |
| SHERIFF                    | 2010 FORD CROWN VICTORIA # 2024 (42787 MILES)          | 2FABP7BVXAX115431 | B. WORN OUT   |
| SHERIFF                    | 2013 FORD INTERCEPTOR SEDAN # 2337 (75814 MILES)       | 1FAHP2MT2DG201965 | C. BEYOND ECONOMICAL REPAIR   |
| ANIMAL SERVICES            | 2008 FORD F-250 ANIMAL BOX TRUCK # 5475 (130655 MILES) | 1FDSX20R58EE41812 | B. WORN OUT   |
| HEALTH SERVICES            | 2009 TOYOTA PRIUS HYBRID # 1114 (153548 MILES)         | JTDKB20U293501906 | B. WORN OUT   |
| PUBLIC WORKS               | 2003 TOYOTA PRIUS HYBRID # 0241 (84018 MILES)          | JT2BK12U030081779 | C. BEYOND ECONOMICAL REPAIR   |
| CONSERVATION & DEVELOPMENT | 2005 HONDA CIVIC HYBRID # 0252 (93323 MILES)           | JHMES96635S005235 | B. WORN OUT   |
| SHERIFF                    | 2015 FORD INTERCEPTOR SUV # 3506 (82993 MILES)         | 1FM5K8AT0FGC27188 | B. WORN OUT   |
|                            |  |                   |   |
|                            |  |                   |   |

ATTACHMENT TO BOARD ORDER FEBRUARY 11, 2020

| Department        | Description/Unit/Make/Model                        | Serial No.        | Condition<br>A. Obsolete B. Worn Out<br>C. Beyond economical repair<br>D. Damaged beyond repair |
|-------------------|--|-------------------|---|
| SHERIFF           | 2011 TOYOTA CAMRY HYBRID # 1232 (96678 MILES)      | 4T1BB3EK6BU139748 | B. WORN OUT   |
| SHERIFF           | 2014 FORD INTERCEPTOR SUV. # 3413 (83884 MILES)    | 1FM5K8AR1EGB38586 | D. DAMAGED BEYOND REPAIR  |
| SHERIFF           | 2011 FORD CROWN VICTORIA # 2133 (59941 MILES)      | 2FABP7BV0BX176241 | C. BEYOND ECONOMICAL REPAIR   |
| SHERIFF           | 2017 FORD INTERCEPTOR SUV # 3620 (33861 MILES)     | 1FM5K8AT2HGD93067 | D. DAMAGED BEYOND REPAIR  |
| SHERIFF           | 2015 FORD INTERCEPTOR SUV # 3506 (82993 MILES)     | 1FM5K8AT0FGC27188 | B. WORN OUT   |
| SHERIFF           | 2014 FORD INTERCEPTOR SUV # 3404 (86266 MILES)     | 1FM5K8AR1EGA91950 | B. WORN OUT   |
| SHERIFF           | 2000 FORD CROWN VICTORIA #2022 (76901 MILES)       | 2FAFP71W7YX124884 | B. WORN OUT   |
| SHERIFF           | 2010 TOYOTA CAMRY HYBRID # 1218 (115313 MILES)     | 4T1BB3EK0AU123284 | B. WORN OUT   |
| HEALTH SERVICES   | 2009 HONDA CIVIC CNG # 0294 (92556 MILES)          | 1HGFA46549L000081 | C. BEYOND ECONOMICAL REPAIR   |
| EHS/COMM SERVICES | 2007 FORD TAURUS SEDAN # 0781 (100495 MILES)       | 1FAFP53U07A172167 | B. WORN OUT   |
| PUBLIC WORKS      | 2004 FORD F-450 DUMP TRUCK # 5646 (117912 MILES)   | 1FDXW46S34EC87769 | B. WORN OUT   |
| AGRICULTURE       | 2005 FORD RANGER TRUCK # 5053 (109578 MILES)       | 1FTYR10E25PA65392 | B. WORN OUT   |
| AGRICULTURE       | 2003 FORD E-250 CARGO VAN #4626 (97136 MILES)      | 1FTNE24L03HA61894 | B. WORN OUT   |
| EHS/COMM SERVICES | 2000 GMC SAVANA P. VAN # 4538 (65518 MILES)        | 1GKFG15R6Y1166973 | C. BEYOND ECONOMICAL REPAIR   |
| PUBLIC WORKS      | 1999 FREIGHTLINER FL80 TRUCK # 6835 (176513 MILES) | 1FVXJLBB4VL617438 | B. WORN OUT   |
| AGRICULTURE       | 2010 DODGE CARAVAN # 4312 (154424 MILES)           | 2D4RN4DE2AR487380 | B. WORN OUT   |
| HEALTH SERVICES   | 2008 NEWMAR MOBILE CLINIC # 6872 (49866 MILES)     | 4VZBR3D968C065517 | D. DAMAGED BEYOND REPAIR  |
| HEALTH SERVICES   | 2003 INTEL. MOTORHOME # 6864 (32955 MILES)         | 1HTMMAAL33H590563 | B. WORN OUT   |
| PUBLIC WORKS      | 1987 UTILITY TOILET #8508                          | CA556124          | B. WORN OUT   |
|                   |  |                   |   |
|                   |  |                   |   |
|                   |  |                   |   |
|                   |  |                   |   |



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: February 11, 2020

Subject: Approve donation of surplus improved real property to YMCA, 200 Lake Avenue, Rodeo area.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the donation of an improved parcel of County property, located at 200 Lake Avenue, in the Rodeo area, (“Property”) to the Young Men’s Christian Association of the East Bay, a California non-profit corporation, (“Grantee”) in accordance with the attached purchase and sale agreement pursuant to Government Code Section 25372, and take related actions under the California Environmental Quality Act, as recommended by the Public Works Director.

DETERMINE that this activity is exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061(b)(3), and

DECLARE that the Property is surplus County property.

AUTHORIZE the Public Works Director, or designee, to execute, on behalf of the County, the attached purchase and sale agreement.

AUTHORIZE the Chair, Board of Supervisors, to execute, on behalf of the County, the grant deed in the form attached to the purchase and sale agreement.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Angela Bell,  
925-957-2451

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

DIRECT the Real Estate Division of the Public Works Department to cause said grant deed to be recorded in the County Clerk Recorder's Office and then delivered to the Grantee.

DIRECT the Director of the Department of Conservation and Development to file a Notice of Exemption with the County Clerk, and

AUTHORIZE the Public Works Director, or designee, to arrange for payment of a \$25 fee to Department of Conservation and Development for processing, and a \$50 fee to the County Clerk for filing the Notice of Exemption.

FISCAL IMPACT:

The General Fund will no longer receive one hundred dollars (\$100) per month as revenue from the YMCA under its Lease with the County. The County also will not be liable for making necessary repairs to the property that are anticipated to exceed \$500,000.

BACKGROUND:

This transaction involves County-owned property located at 200 Lake Avenue (aka 323 2nd Street) in Rodeo, California, commonly identified as Assessor's Parcel No. 357-054-016 (the "Property"). The Property consists of approximately 0.36 acres of land improved with a 4,492 square foot building and adjacent outdoor space. The Property is more particularly described in the grant deed attached to the purchase and sale agreement.

Since 1990, the Young Men's Christian Association of the East Bay, a California non-profit corporation, ("YMCA") has held a month-to-month lease with the County for use of the Property in consideration for a \$100 monthly payment to the County. The YMCA uses the Property for children's services.

The Property is surplus County property and the County no longer requires the Property for County purposes. The Property also is in need of repairs that are expected to cost more than \$500,000. The YMCA is willing to accept the Property in its current condition, and it will be responsible for making any necessary repairs to the Property.

The YMCA is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and it is organized for the care, teaching, or training of children. Therefore, Government Code section 25372 authorizes the County to donate the surplus Property to the YMCA under terms and conditions included in the purchase and sale agreement. The County will pay all transaction costs associated with the conveyance of the Property to the YMCA, and the YMCA will release and indemnify the County from and against any liabilities related to the condition or use of the Property.

Real Estate Division staff recommends that the Board of Supervisors approve the donation of the Property to the YMCA and take all of the actions recommended in this board order. The conveyance of the Property to the YMCA is exempt from environmental review under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that this activity may have a significant effect on the environment. This activity involves the transfer of title to the YMCA, which will continue its existing operations on the Property.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, the County will continue to be responsible for maintaining the Property and for making necessary repairs that are expected to cost more than \$500,000.

ATTACHMENTS

Grant Deed

Purchase and Sale Agreement

CEQA



Recorded at the request of:  
Contra Costa County

Return to:  
Young Men's Christian Association  
2330 Broadway  
Oakland, CA 94612  
Attn: Don Lau

---

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

Assessor's Parcel No.: 357-054-016

## GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, and subject to the covenants and conditions described herein,

CONTRA COSTA COUNTY, a political subdivision of the State of California,

**Grants to** Young Men's Christian Association of the East Bay, a California non-profit corporation, the following described real property ("Property") in the unincorporated area of the County of Contra Costa, State of California:

Lots 21, 23, 25, 27, and 29 in Block 23W as shown on the Map of Rodeo, filed February 5, 1892, in Book D of Maps, page 91, in the office of the County Recorder of County Recorder of Contra Costa County and shown on EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Grantor is donating the Property to Grantee pursuant to Government Code section 25372, on the express condition that the Property only be used and forever held for the purpose of the care, teaching, or training of children or developmentally disabled children ("Approved Uses"). Grantee hereby covenants to Grantor that Grantee agrees to use the Property only for the Approved Uses. Grantee further covenants to Grantor that Grantee will include this paragraph in any deed Grantee uses to convey the Property to another party. If the Property is used by Grantee, its successors or assigns, for any uses other than the Approved Uses, Grantor may enforce the requirements of this paragraph as a covenant between Grantor and Grantee, on behalf of Grantee and its successors and assigns. The requirements of this paragraph run with the land.

CONTRA COSTA COUNTY

Dated \_\_\_\_\_

By \_\_\_\_\_

Candace Anderson  
Chair, Board of Supervisors

STATE OF CALIFORNIA    )  
COUNTY OF CONTRA COSTA        )

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.

On \_\_\_\_\_ before me, \_\_\_\_\_ Clerk of the Board of Supervisors, Contra Costa County, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

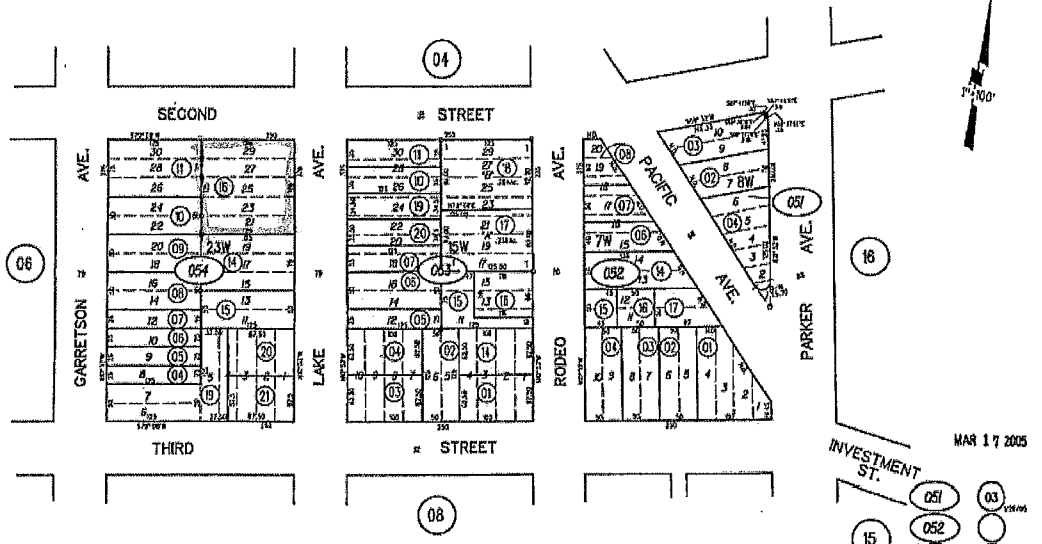
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_  
Deputy Clerk

# EXHIBIT "A"

MAP OF RODEO D-01  
 1-111 PM 32 8-27-84



NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT CORRELATE WITH LOCAL USE SPLITS OR RECORDS ON RECORD.

MAR 17 2005  
 INVESTMENT ST.  
 051  
 052  
 053  
 054  
 055  
 056  
 057  
 058  
 059  
 060  
 061  
 062  
 063  
 064  
 065  
 066  
 067  
 068  
 069  
 070  
 071  
 072  
 073  
 074  
 075  
 076  
 077  
 078  
 079  
 080  
 081  
 082  
 083  
 084  
 085  
 086  
 087  
 088  
 089  
 090  
 091  
 092  
 093  
 094  
 095  
 096  
 097  
 098  
 099  
 100  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28  
 29  
 30  
 31  
 32  
 33  
 34  
 35  
 36  
 37  
 38  
 39  
 40  
 41  
 42  
 43  
 44  
 45  
 46  
 47  
 48  
 49  
 50  
 51  
 52  
 53  
 54  
 55  
 56  
 57  
 58  
 59  
 60  
 61  
 62  
 63  
 64  
 65  
 66  
 67  
 68  
 69  
 70  
 71  
 72  
 73  
 74  
 75  
 76  
 77  
 78  
 79  
 80  
 81  
 82  
 83  
 84  
 85  
 86  
 87  
 88  
 89  
 90  
 91  
 92  
 93  
 94  
 95  
 96  
 97  
 98  
 99  
 100  
 101  
 102  
 103  
 104  
 105  
 106  
 107  
 108  
 109  
 110  
 111  
 112  
 113  
 114  
 115  
 116  
 117  
 118  
 119  
 120  
 121  
 122  
 123  
 124  
 125  
 126  
 127  
 128  
 129  
 130  
 131  
 132  
 133  
 134  
 135  
 136  
 137  
 138  
 139  
 140  
 141  
 142  
 143  
 144  
 145  
 146  
 147  
 148  
 149  
 150  
 151  
 152  
 153  
 154  
 155  
 156  
 157  
 158  
 159  
 160  
 161  
 162  
 163  
 164  
 165  
 166  
 167  
 168  
 169  
 170  
 171  
 172  
 173  
 174  
 175  
 176  
 177  
 178  
 179  
 180  
 181  
 182  
 183  
 184  
 185  
 186  
 187  
 188  
 189  
 190  
 191  
 192  
 193  
 194  
 195  
 196  
 197  
 198  
 199  
 200  
 201  
 202  
 203  
 204  
 205  
 206  
 207  
 208  
 209  
 210  
 211  
 212  
 213  
 214  
 215  
 216  
 217  
 218  
 219  
 220  
 221  
 222  
 223  
 224  
 225  
 226  
 227  
 228  
 229  
 230  
 231  
 232  
 233  
 234  
 235  
 236  
 237  
 238  
 239  
 240  
 241  
 242  
 243  
 244  
 245  
 246  
 247  
 248  
 249  
 250  
 251  
 252  
 253  
 254  
 255  
 256  
 257  
 258  
 259  
 260  
 261  
 262  
 263  
 264  
 265  
 266  
 267  
 268  
 269  
 270  
 271  
 272  
 273  
 274  
 275  
 276  
 277  
 278  
 279  
 280  
 281  
 282  
 283  
 284  
 285  
 286  
 287  
 288  
 289  
 290  
 291  
 292  
 293  
 294  
 295  
 296  
 297  
 298  
 299  
 300  
 301  
 302  
 303  
 304  
 305  
 306  
 307  
 308  
 309  
 310  
 311  
 312  
 313  
 314  
 315  
 316  
 317  
 318  
 319  
 320  
 321  
 322  
 323  
 324  
 325  
 326  
 327  
 328  
 329  
 330  
 331  
 332  
 333  
 334  
 335  
 336  
 337  
 338  
 339  
 340  
 341  
 342  
 343  
 344  
 345  
 346  
 347  
 348  
 349  
 350  
 351  
 352  
 353  
 354  
 355  
 356  
 357  
 358  
 359  
 360  
 361  
 362  
 363  
 364  
 365  
 366  
 367  
 368  
 369  
 370  
 371  
 372  
 373  
 374  
 375  
 376  
 377  
 378  
 379  
 380  
 381  
 382  
 383  
 384  
 385  
 386  
 387  
 388  
 389  
 390  
 391  
 392  
 393  
 394  
 395  
 396  
 397  
 398  
 399  
 400  
 401  
 402  
 403  
 404  
 405  
 406  
 407  
 408  
 409  
 410  
 411  
 412  
 413  
 414  
 415  
 416  
 417  
 418  
 419  
 420  
 421  
 422  
 423  
 424  
 425  
 426  
 427  
 428  
 429  
 430  
 431  
 432  
 433  
 434  
 435  
 436  
 437  
 438  
 439  
 440  
 441  
 442  
 443  
 444  
 445  
 446  
 447  
 448  
 449  
 450  
 451  
 452  
 453  
 454  
 455  
 456  
 457  
 458  
 459  
 460  
 461  
 462  
 463  
 464  
 465  
 466  
 467  
 468  
 469  
 470  
 471  
 472  
 473  
 474  
 475  
 476  
 477  
 478  
 479  
 480  
 481  
 482  
 483  
 484  
 485  
 486  
 487  
 488  
 489  
 490  
 491  
 492  
 493  
 494  
 495  
 496  
 497  
 498  
 499  
 500  
 501  
 502  
 503  
 504  
 505  
 506  
 507  
 508  
 509  
 510  
 511  
 512  
 513  
 514  
 515  
 516  
 517  
 518  
 519  
 520  
 521  
 522  
 523  
 524  
 525  
 526  
 527  
 528  
 529  
 530  
 531  
 532  
 533  
 534  
 535  
 536  
 537  
 538  
 539  
 540  
 541  
 542  
 543  
 544  
 545  
 546  
 547  
 548  
 549  
 550  
 551  
 552  
 553  
 554  
 555  
 556  
 557  
 558  
 559  
 560  
 561  
 562  
 563  
 564  
 565  
 566  
 567  
 568  
 569  
 570  
 571  
 572  
 573  
 574  
 575  
 576  
 577  
 578  
 579  
 580  
 581  
 582  
 583  
 584  
 585  
 586  
 587  
 588  
 589  
 590  
 591  
 592  
 593  
 594  
 595  
 596  
 597  
 598  
 599  
 600  
 601  
 602  
 603  
 604  
 605  
 606  
 607  
 608  
 609  
 610  
 611  
 612  
 613  
 614  
 615  
 616  
 617  
 618  
 619  
 620  
 621  
 622  
 623  
 624  
 625  
 626  
 627  
 628  
 629  
 630  
 631  
 632  
 633  
 634  
 635  
 636  
 637  
 638  
 639  
 640  
 641  
 642  
 643  
 644  
 645  
 646  
 647  
 648  
 649  
 650  
 651  
 652  
 653  
 654  
 655  
 656  
 657  
 658  
 659  
 660  
 661  
 662  
 663  
 664  
 665  
 666  
 667  
 668  
 669  
 670  
 671  
 672  
 673  
 674  
 675  
 676  
 677  
 678  
 679  
 680  
 681  
 682  
 683  
 684  
 685  
 686  
 687  
 688  
 689  
 690  
 691  
 692  
 693  
 694  
 695  
 696  
 697  
 698  
 699  
 700  
 701  
 702  
 703  
 704  
 705  
 706  
 707  
 708  
 709  
 710  
 711  
 712  
 713  
 714  
 715  
 716  
 717  
 718  
 719  
 720  
 721  
 722  
 723  
 724  
 725  
 726  
 727  
 728  
 729  
 730  
 731  
 732  
 733  
 734  
 735  
 736  
 737  
 738  
 739  
 740  
 741  
 742  
 743  
 744  
 745  
 746  
 747  
 748  
 749  
 750  
 751  
 752  
 753  
 754  
 755  
 756  
 757  
 758  
 759  
 760  
 761  
 762  
 763  
 764  
 765  
 766  
 767  
 768  
 769  
 770  
 771  
 772  
 773  
 774  
 775  
 776  
 777  
 778  
 779  
 780  
 781  
 782  
 783  
 784  
 785  
 786  
 787  
 788  
 789  
 790  
 791  
 792  
 793  
 794  
 795  
 796  
 797  
 798  
 799  
 800  
 801  
 802  
 803  
 804  
 805  
 806  
 807  
 808  
 809  
 810  
 811  
 812  
 813  
 814  
 815  
 816  
 817  
 818  
 819  
 820  
 821  
 822  
 823  
 824  
 825  
 826  
 827  
 828  
 829  
 830  
 831  
 832  
 833  
 834  
 835  
 836  
 837  
 838  
 839  
 840  
 841  
 842  
 843  
 844  
 845  
 846  
 847  
 848  
 849  
 850  
 851  
 852  
 853  
 854  
 855  
 856  
 857  
 858  
 859  
 860  
 861  
 862  
 863  
 864  
 865  
 866  
 867  
 868  
 869  
 870  
 871  
 872  
 873  
 874  
 875  
 876  
 877  
 878  
 879  
 880  
 881  
 882  
 883  
 884  
 885  
 886  
 887  
 888  
 889  
 890  
 891  
 892  
 893  
 894  
 895  
 896  
 897  
 898  
 899  
 900  
 901  
 902  
 903  
 904  
 905  
 906  
 907  
 908  
 909  
 910  
 911  
 912  
 913  
 914  
 915  
 916  
 917  
 918  
 919  
 920  
 921  
 922  
 923  
 924  
 925  
 926  
 927  
 928  
 929  
 930  
 931  
 932  
 933  
 934  
 935  
 936  
 937  
 938  
 939  
 940  
 941  
 942  
 943  
 944  
 945  
 946  
 947  
 948  
 949  
 950  
 951  
 952  
 953  
 954  
 955  
 956  
 957  
 958  
 959  
 960  
 961  
 962  
 963  
 964  
 965  
 966  
 967  
 968  
 969  
 970  
 971  
 972  
 973  
 974  
 975  
 976  
 977  
 978  
 979  
 980  
 981  
 982  
 983  
 984  
 985  
 986  
 987  
 988  
 989  
 990  
 991  
 992  
 993  
 994  
 995  
 996  
 997  
 998  
 999  
 1000

**PURCHASE AND SALE AGREEMENT BETWEEN  
CONTRA COSTA COUNTY  
AND  
YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY dba  
YMCA of the EAST BAY**

---

This purchase and sale agreement ("Agreement") is dated February 11, 2019 (the "Effective Date"), and is between the County of Contra Costa, a political subdivision of the State of California, (the "County") and the Young Men's Christian Association of the East Bay (dba YMCA of the East Bay), a California non-profit corporation ("Grantee").

**RECITALS**

- A. The County is the owner of approximately 0.36 acres (approximately 15,681 square feet) of real property (the "Property") commonly identified as Assessor's Parcel Numbers 357-054-016, located at 200 Lake Avenue (aka 323 Second Street), in the unincorporated community of Rodeo, County of Contra Costa, California. The Property is more particularly described in the Grant Deed attached hereto as Exhibit "A", and incorporated herein by reference. The Property is improved with and includes a 4,492 square-foot building and adjacent outdoor space.
- B. The Grantee is an organization exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code. The Grantee is organized for the care, teaching, or training of children. The Grantee leases the Property from the County under an unrecorded lease dated October 2, 1990 (the "Lease").
- C. The County has determined that the Property is surplus and no longer required for County use. In accordance with Government Code section 25372, the County desires to donate, and the Grantee desires to accept, the Property in an as-is condition under the terms and conditions of this Agreement.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Approval Required.** This Agreement is subject to approval by the County's Board of Supervisors. This Agreement is being submitted to the Grantee first for approval, and, thereafter, to the County. This Agreement is not effective unless and until it is approved by the County's Board of Supervisors.
2. **Donation; Termination of Lease.** The County agrees to donate, and the Grantee agrees to accept, the Property under the terms of this Agreement and subject to all liens, encumbrances, and encroachments, whether or not of record. The Lease shall terminate upon the conveyance of the Property to the Grantee pursuant to Government Code section 25372, on the express condition that the Property only be used and forever held for the purpose of the care, teaching, or training of children or developmentally disabled children ("Approved Uses"). Grantee hereby covenants to Grantor that Grantee agrees to use the Property only for the Approved Uses. Grantee further

covenants to Grantor that Grantee will include this paragraph in any deed Grantee uses to convey the Property to another party. If the Property is used by Grantee, its successors or assigns, for any uses other than the Approved Uses, Grantor may enforce the requirements of this paragraph as a covenant between Grantor and Grantee, on behalf of Grantee and its successors and assigns. The requirements of this paragraph run with the land. The parties agree that the requirements of this Section 2 shall be enforceable until the later of the times listed in Civil Code section 885.030, regardless of the legal nature of the obligations created by this section.

3. **Condition of the Property.** The County, its agents and employees, make no warranty, guarantee, or representation concerning any matter or thing affecting or relating to the Property, and do not assume any responsibility for the conformance to codes or permit regulations of the city or county within which the Property is located. Grantee takes title to the Property in its "AS-IS" condition, with all faults known and unknown. The County has not made, and does not make, any representation as to the physical condition of the Property.
4. **Release.** The Grantee, on behalf of itself and its employees, agents, representatives, successors, and assigns, hereby releases and discharges the County and its employees, agents, representatives, successors, and assigns, from any claims, demands, causes of action, obligations, damages, costs, expenses, and liabilities (collectively, "Liabilities") that the Grantee now has or could assert in any manner related to or arising from (a) the physical condition of the Property, (b) the suitability of the Property for a particular use, (c) matters affecting title to the Property, (d) the physical and environmental condition of the property, including the presence of any hazardous materials on, in, or under the Property, (e) the County's obligations under the Lease, or (f) the physical or legal limitations that affect the current or future use of the Property, including but not limited to the Property's conformance to codes or permit regulations of the city or county within which the Property is located. The Grantee knowingly waives the right to make any claim against the County for Liabilities set forth in this section, and the Grantee expressly waives all rights provided under section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

5. **Grantee Representations and Warranties.** The Grantee represents and warrants all of the following to the County as of the Effective Date, and as of the date the Property is transferred to the Grantee:
  - 5.1 The Grantee is a duly formed and validly existing non-profit public benefit corporation organized under the laws of the State of California, and is qualified under the laws of the State of California to conduct business herein.
  - 5.2 The Grantee is exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, and the Grantee is organized for the care, teaching, or training of children.

- 5.3 The Grantee has the full legal right, power, and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby, and to perform its obligations under this Agreement.
6. **Conditions of County's Performance.** The County's obligation to perform under this Agreement is subject to the following conditions:
- 6.1 The Grantee's representations and warranties in this Agreement being correct as of the Effective Date, and as of the date the Property is transferred to the Grantee.
7. **Closing.** To complete the conveyance of the Property to the Grantee, the Parties shall take the following steps:
- 7.1 After the County Board of Supervisors approves this Agreement, the County will submit to the Grantee (a) a copy of the executed Grant Deed, in the form attached hereto as Exhibit "A", and (b) a copy of the board order by which the Board of Supervisors approved this Agreement.
- 7.2 Within 30 days after receiving a copy of the Grant Deed from the County, the Grantee shall accept the Grant Deed and provide an original of the acceptance instrument to the Real Estate Division of the County's Public Works Department for recording purposes.
- 7.3 Upon receipt of the original acceptance instrument from the Grantee, the Real Estate Division of the County's Public Works Department will (a) record the original, executed Grant Deed and the acceptance instrument in the Official Records of the County's Clerk-Recorder's Office, and (b) deliver a conforming copy of the recorded Grant Deed and acceptance instrument to the Grantee.
8. **Indemnification.** The Grantee shall defend, indemnify, protect, save, and hold harmless the County, its officers, agents, employees, and representatives from any and all claims, costs and liability for any damages, sickness, death, or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever, from or connected with (1) the present or future condition of the Property, or (2) the occupancy and use of the Property by the Grantee, its officers, agents, employees, representatives, licensees, and invitees, or (3) any representations, misrepresentations, or non-representations regarding the Property's condition or use, and the Grantee will make good to and reimburse the County for any expenditures, including reasonable attorneys' fees, that the County may make by reason of such matters and, if requested by the County, the Grantee will defend any such suits at the Grantee's sole expense.
9. **Transaction Costs.** All escrow fees, recording fees, documentary transfer taxes, and other real estate transaction taxes or fees, by whatever name known, including broker's commission, if any, and personal property sales taxes where applicable, (collectively, "Transaction Costs") will be paid solely by the County.

10. **Survival.** All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement will survive and remain fully enforceable after the conveyance of the Property to the Grantee, and after any assignment, expiration, or termination of this Agreement, and will not merge in the Grant Deed or other documents.
11. **Assignment and Successors; No Third-Party Beneficiaries.** This Agreement inures to the benefit of and binds the Parties to this Agreement and their respective heirs, successors, and assigns. The Grantee may not assign this Agreement to any third party without the advance written approval of the County, which shall be within the County's sole discretion to provide. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their respective heirs, successors, and assigns, any rights or remedies under or by reason of this Agreement.
12. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement must be in writing and delivered in person, by overnight carrier, or First Class U.S. Mail with postage prepaid, to the following:

County: Real Estate Division  
Public Works Department  
40 Muir Road, 2<sup>nd</sup> Floor  
Martinez, CA 94553  
Telephone: (925) 957-2467  
Attn: Principal Real Property Agent

Grantee: YMCA of the East Bay  
2330 Broadway  
Oakland, CA 94612  
Telephone: (510) 451-8039  
Attn: President/Chief Executive Officer-CEO

or to such other addresses as County and Grantee may respectively designate by written notice to the other. A notice will be deemed given on the same day it is delivered if delivered in person, on the next business day if delivered by overnight carrier, and on the fifth day after mailing if delivered by First Class U.S. Mail.

13. **Entire Agreement.** This Agreement and the Grant Deed constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements and understandings of the parties regarding the subject matter of this Agreement.

14. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement is not to be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement. The Recitals are, and are enforceable as, a part of this Agreement.
  
15. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.

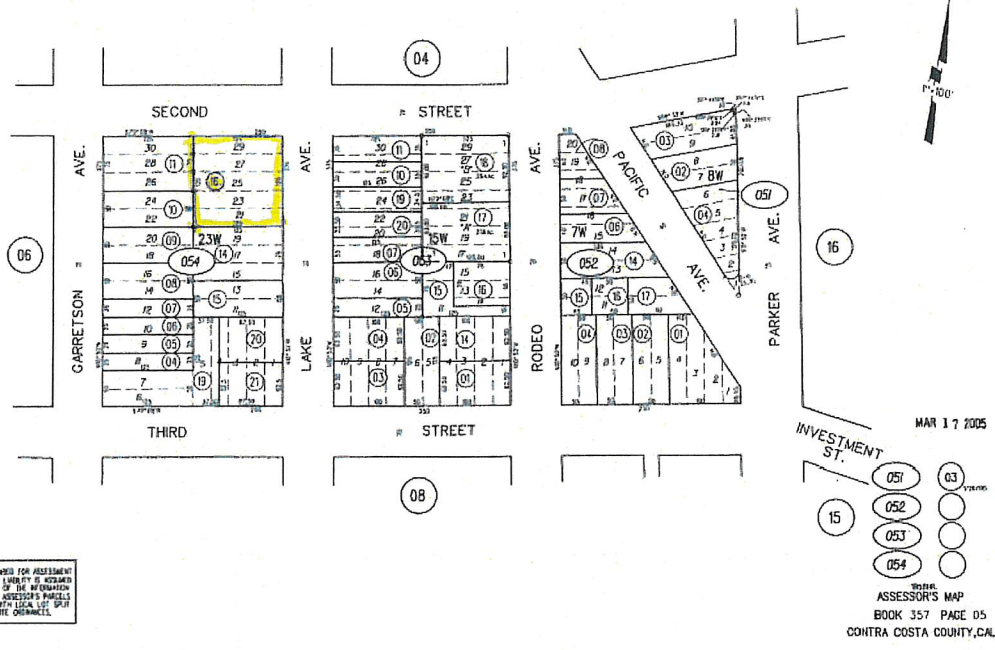
REMAINDER OF PAGE LEFT BLANK INTENTIONALLY





# EXHIBIT "A"

MAP OF RODEO 0-91  
1:11 PM 32 8-27-84



NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DEPICTED HEREON. ASSESSOR'S PARCELS MAY NOT CORRELATE WITH LOCAL LOT, BLOCK OR BUILDING SITE NUMBERS.

ASSASSOR'S MAP  
BOOK 357 PAGE 05  
CONTRA COSTA COUNTY, CALIF.

**DETERMINATION THAT AN ACTIVITY  
IS EXEMPT FROM THE  
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

ACTIVITY NO.: 4500-80A250, WO# TG0250, CP#19-23

ACTIVITY NAME: Donation of 200 Lake Avenue (aka 323 2<sup>nd</sup> Street), Rodeo

PREPARED BY: Alex Nattkemper

DATE: June 20, 2019


**This activity is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b) (3) of the CEQA Guidelines.**

It can be seen with certainty that there is no possibility that the activity may have a significant adverse effect on the environment; therefore, the activity is not subject to CEQA.

**DESCRIPTION OF THE ACTIVITY:**

The activity consists of transferring real property, located at 200 Lake Avenue (aka 323 2<sup>nd</sup> Street) in Rodeo ("Property") from Contra Costa County (County) to the YMCA. It has been determined that the Property is no longer necessary for County purposes. The Property (Assessor's Parcel Number 357-054-016; Lots 21, 23, 25, 27 and 29) consists of approximately 0.36 acres and a 4,492 square foot building. Since 1990, the YMCA has held a month-to-month lease with the County for use of the Property. The County recommends that the Board of Supervisors approve conveyance of the Property to the YMCA, pursuant to California Government Code Section 25372. The County also recommends that the Board of Supervisors reserve a Power of Termination, as defined in California Civil Code Section 885.010, that would consist of the condition that the Property be held for public purpose that directly relates to child care, education, or the administration of such purposes.

**LOCATION:** The project is located at 200 Lake Avenue in Rodeo. (Figures 1 – 3)

REVIEWED BY:  DATE: 6-20-19  
Avé Brown  
Principal Environmental Analyst  
Environmental Services Division  
Contra Costa County Public Works Department

APPROVED BY:  DATE: 6-24-19  
Department of Conservation and  
Development Representative

# Donation of 200 Lake Avenue (aka 323 2nd Street), Rodeo

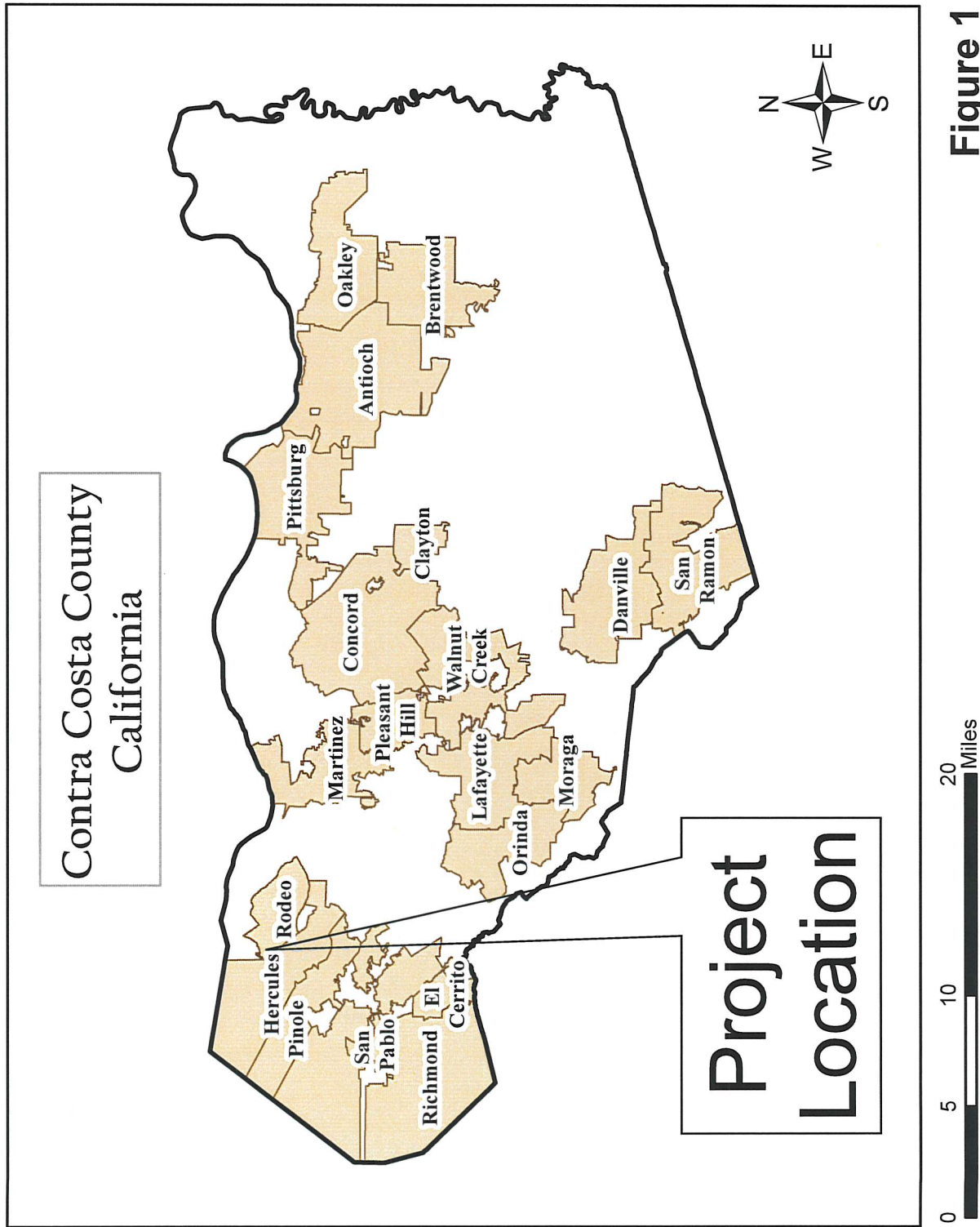
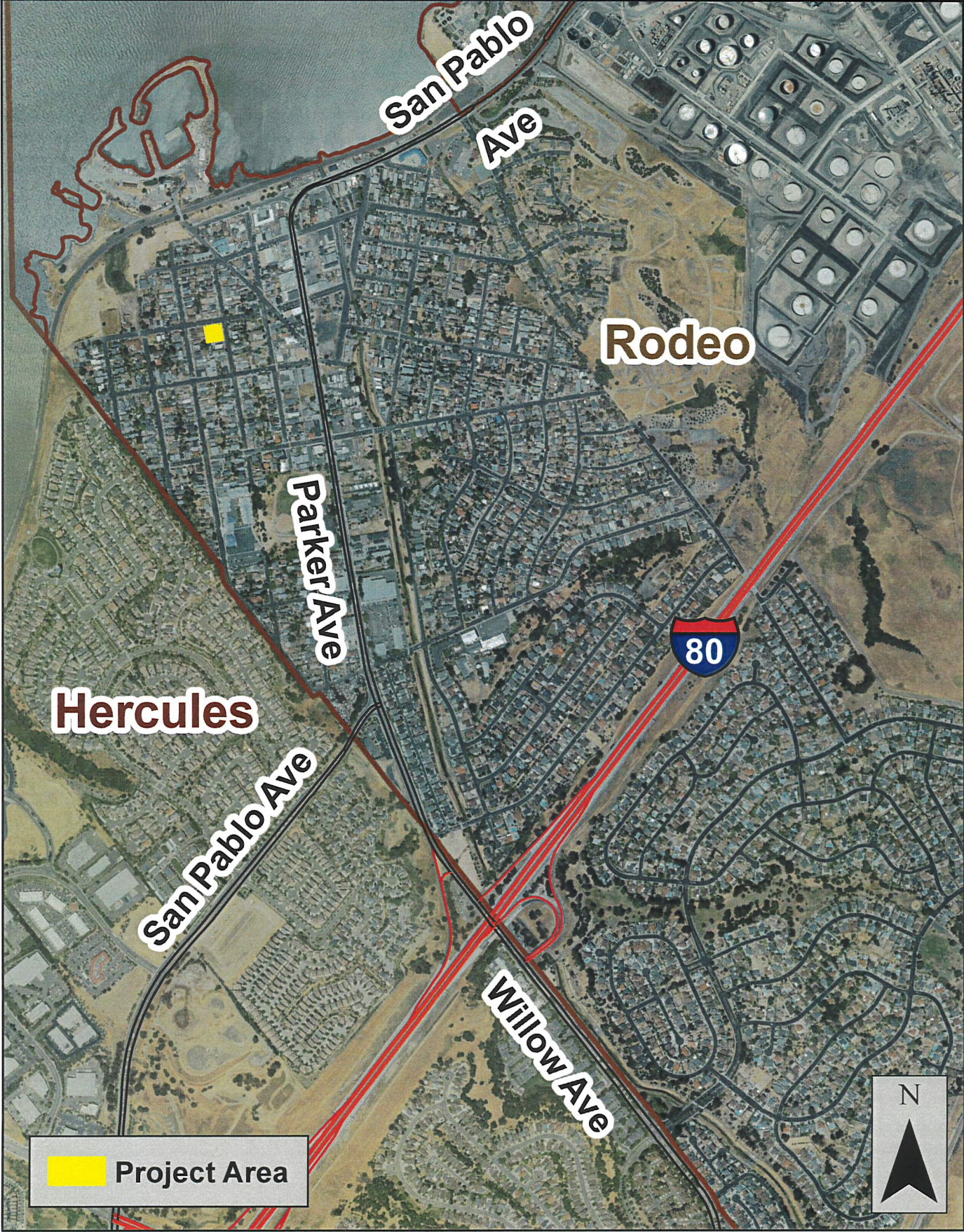


Figure 1

# Donation of 200 Lake Avenue (aka 323 2nd St), Rodeo



0 0.5 1 Miles

Figure 2

# Donation of 200 Lake Avenue (aka 323 2nd St), Rodeo



0 100 200 Feet

Figure 3

CALIFORNIA ENVIRONMENTAL QUALITY ACT  
**Notice of Exemption**

To:  Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

From: Contra Costa County  
Dept. of Conservation & Development  
30 Muir Road  
Martinez, CA 94553

County Clerk  
County of: Contra Costa

**Project Title:** [Donation of 200 Lake Avenue \(aka 323 2<sup>nd</sup> Street\), Rodeo  
Project No. 4500-80A250, WO# TG0250, CP#19-23](#)

**Project Applicant:** **Contra Costa County Public Works Department,  
255 Glacier Drive Martinez, CA 94553**

**Project Location:** 200 Lake Avenue, Rodeo in West Contra Costa County

**Lead Agency:** **Contra Costa County Department of Conservation and Development**

**Description of Nature, Purpose and Beneficiaries of Project:** The Project consists of transferring real property, located at 200 Lake Avenue (aka 323 2<sup>nd</sup> Street) in Rodeo ("Property") from Contra Costa County (County) to the YMCA. It has been determined that the Property is no longer necessary for County purposes. The Property (Assessor's Parcel Number 357-054-016; Lots 21, 23, 25, 27 and 29) consists of approximately 0.36 acres and a 4,492 square foot building. Since 1990, the YMCA has held a month-to-month lease with the County for use of the Property. The County recommends that the Board of Supervisors approve conveyance of the Property to the YMCA, pursuant to California Government Code Section 25372. The County also recommends that the Board of Supervisors reserve a Power of Termination, as defined in California Civil Code Section 885.010, that would consist of the condition that the Property be held for public purpose that directly relates to child care, education, or the administration of such purposes.

Name of Public Agency Approving Project: **Contra Costa County**  
Name of Person or Agency Carrying Out Project: **Contra Costa County Public Works Department**

**Exempt Status:**

- Ministerial Project (Sec. 21080(b) (1); 15268;
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption: Class ( )
- Other Statutory Exemption, Code No.: \_\_\_\_\_
- Common Sense Exemption [Section 15061 (b)(3)]

**Reasons why project is exempt:** [It can be seen with certainty that there is no possibility that the activity may have a significant adverse effect on the environment; therefore, the activity is not subject to CEQA, pursuant to Article 5, Section 15061\(b\)\(3\) of the CEQA guidelines.](#)

Lead Agency Contact Person: **Alex Nattkemper - Public Works Dept.** Area Code/Telephone/Extension: **(925) 313-2364**

If filed by applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

**Contra Costa County Department of Conservation and Development**

- Signed by Lead Agency
- Signed by Applicant

**AFFIDAVIT OF FILING AND POSTING**

I declare that on \_\_\_\_\_ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Applicant:**  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
**Attn: [Alex Nattkemper](#)**  
Environmental Services Division  
Phone: (925) 313-2364

**Department of Fish and Game Fees Due**

- EIR - \$3,343.<sup>25</sup>
- Neg. Dec. - \$2,406.<sup>75</sup>
- DeMinimis Findings - \$0
- County Clerk - \$50**
- Conservation & Development - \$25**

**Total Due: \$75.<sup>00</sup>**  
Total Paid \$ \_\_\_\_\_  
Receipt #: \_\_\_\_\_



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: February 11, 2020

Subject: APPROVE the Purchase of real property from the City of Antioch, and take related actions under CEQA.

---

**RECOMMENDATION(S):**

APPROVE the Purchase of a 4.79-acre parcel, from the City of Antioch, located on Delta Fair Blvd, adjacent to the County’s Children and Family Services Center, identified as APN 074-080-034 (Property) for the sum of \$1.00 in accordance with the Purchase & Sale Agreement between the City of Antioch (City) and Contra Costa County (County), pursuant to Government Code Section 25350. (Project No.4419-8B0302 / WH302A)

DETERMINE that this activity is exempt from the California Environmental Quality Act (CEQA) as a Common Sense Exemption, Section 15061 (b) (3) of the CEQA Guidelines.

DIRECT the Director of the Department of Conservation and Development (DCD) to file a Notice of Exemption with the County Clerk, and DIRECT the Public Works Director, or designee, to arrange for payment of the \$50 fee to the County Clerk for filing and a \$25 fee to the DCD for processing of the Notice of Exemption.

ACCEPT the Grant Deed from the City, and AUTHORIZE the Public Works Director, or designee, to execute the Grant Deed and Purchase and Sale Agreement on behalf

- 
- APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Julin Perez,  
925-957-2460

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

By: , Deputy

cc:



RECOMMENDATION(S): (CONT'D)

of the County.

AUTHORIZE the Auditor-Controller to issue a check for \$1.00 made payable to Old Republic Title Company, Escrow No: 1117020010-JS, Attn: Jennifer Senhaji, address 555 12<sup>th</sup> Street, Suite 2000, Oakland, CA 94607, phone number (510) 272-1121, to be forwarded to the Real Estate Division for delivery.

DIRECT the Real Estate Division of the Public Works Department to have the above-referenced Grant Deed delivered to the Title Company for recording in the office of the County Clerk-Recorder.

FISCAL IMPACT:

SB850: 100% Homeless Emergency Aid Program Funds - State Funds.

BACKGROUND:

The City has agreed to enter into a Purchase and Sales Agreement in order for the County to acquire the Property in the sum of \$1.00. The County's Health, Housing and Homeless Services Department received a \$7.9 Million Homeless Emergency AID Block Grant Fund in 2018 from the State of California to provide support and services to homeless people. The County is purchasing this Property for the future development of the County's Health, Homeless and Housing facilities, and intends to use the Property for navigation and assessment centers, emergency shelter, transitional and bridge housing, and/or permanent support housing for individuals experiencing homelessness.

CONSEQUENCE OF NEGATIVE ACTION:

The County would not be able to move forward with the acquisition and future development of the Health, Homeless and Housing facilities.

ATTACHMENTS

Purchase & Sale Agreement

Grand Deed Draft

**PURCHASE AND SALE AGREEMENT**  
**AND JOINT CLOSING INSTRUCTIONS**  
**(Delta Fair Boulevard APN 074-080-034-7)**

THIS PURCHASE AND SALE AGREEMENT AND JOINT CLOSING INSTRUCTIONS (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 2020 (“**Effective Date**”) by and between the CITY OF ANTIOCH a California municipal corporation (“**Seller**”), and CONTRA COSTA COUNTY a political subdivision of the State of California (“**County**”).

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and County hereby agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell to County, and County hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following (collectively, the “**Property**”): that certain real property consisting of approximately 4.79 acres located along the southern line of Delta Fair Boulevard, immediately east of the Antioch city limit, in the City of Antioch, County of Contra Costa, State of California, commonly known as Assessor’s Parcel No. 074-080-034 (the “**Land**”) all as more fully described in Attachment A, together with all rights, privileges, easements or appurtenances to or affecting the Land (collectively, the “**Appurtenances**”). The Land shall be conveyed to County upon recordation of a Grant Deed substantially in the form of Attachment B (the “**Deed**”).

2. Purchase Price. The purchase price for the Property (“**Purchase Price**”) shall be One Dollar (\$1.00).

3. Title Company; Title to the Property.

(a) Within two (2) days from the Effective Date County shall request a preliminary title report with Old Republic Title Company, \_\_\_\_\_, Antioch, CA 94509, (“**Title Company**”), its Escrow number 1117020010-JS. Since a prior escrow was open with Old Republic Title Company, any cancellation fees for such escrow shall be borne entirely by County. The purchase and sale of the Property will be consummated between the parties as required by this Agreement. On or before fifteen (15) days from the Effective Date, a current preliminary title report (“**Preliminary Report**”) shall be delivered to Seller and County. Subject to the requirements of this Agreement, at the Closing, County will accept title to the Property subject to all encumbrances and exceptions listed in the Preliminary Report.

(b) At the Closing, Seller shall cause to be conveyed to County fee simple title to the Land, by the duly executed and acknowledged Deed substantially in the form attached hereto as Attachment B, and subject to the restrictions set forth therein;

(c) As used in this Agreement, “**Closing**” shall be deemed to occur upon the parties’ completion of the requirements in Section 8(a)(iii). As a condition of County’s obligation to purchase the Property, evidence of delivery of fee simple title to the Property shall be the delivery by Seller of the Grant Deed and its recordation in the Contra Costa County public records

(the “**Title Policy**”), subject only to such exceptions listed in the Preliminary Report, which County has approved.

4. Feasibility. County has reviewed the Preliminary Report and the existing zoning, entitlement, planning or similar issues applicable to the Property. County will review Seller’s Deliveries upon receipt. County has determined that it does not need to perform any further investigations or inspections of the Land prior to the Closing.

5. Seller’s Deliveries. Within three (3) business days following the Effective Date, Seller shall deliver to County a Natural Hazards Disclosure Report (“**Seller’s Deliveries**”). Within 10 business days of the Effective Date, Seller will begin the process of road vacation for the road easement from the Property line to Century Boulevard, and shall proceed to complete such process in the required statutory manner under applicable law. The obligation to process the vacation shall be Seller’s obligation and shall survive Closing, but the vacation process is subject to such public process and any resultant outcome. Seller does not control the process and cannot control the outcome.

6. Conditions to Seller’s Obligations. Seller’s obligations hereunder, include, but are not limited to, its obligation to consummate the transactions provided for herein, and are subject to the satisfaction of each of the following conditions, each of which is for the sole benefit of Seller and may be waived by Seller in writing in Seller’s sole and absolute discretion:

(a) County shall not be in default under this Agreement.

(b) Each representation and warranty made in this Agreement by County shall be true and correct in all material respects at the time as of which the same is made and as of the Closing.

7. Conditions Precedent to Closing. The following are conditions precedent to County’s obligation to purchase the Property (the “**Conditions Precedent**”). The Conditions Precedent are intended solely for the benefit of County and may be waived only by County in writing in County’s sole and absolute discretion. In the event any Condition Precedent is not satisfied, County may, in its sole and absolute discretion, terminate this Agreement.

(a) County’s inspection, review and approval of the Seller’s Deliveries.

(b) Seller shall have complied with all of Seller’s duties and obligations contained in this Agreement. Seller’s representations and warranties in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing.

8. Closing, Prorations.

(a) The Closing shall take place one (1) business day after all of the following have been delivered to the required party (the “**Closing Date**”).

(i) Within two (2) business days following County’s delivery of the Closing Notice to Seller, Seller shall deliver to County:

(1) the duly executed and acknowledged Deed for the Property;

(2) an amount sufficient to pay all costs required to be paid by Seller at the Closing, as estimated and mutually agreed upon between Buyer and Seller, including Seller's share of costs under Section 8(b);

(3) If required to comply with laws, a duly executed affidavit that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986 together with a duly executed non-foreign person affidavit and evidence that Seller is exempt from the withholding obligations imposed by California Revenue and Taxation Code Sections 18805, 18815, and 26131; and

(4) Any other instruments, records or correspondence called for hereunder which have not previously been delivered.

(ii) Within two (2) business days following County's delivery of the Closing Notice to Seller, County shall deliver a copy of the acceptance executed on behalf of County to accept the conveyance of the Land described in the Deed. When requested by the other party or Title Company, Seller and County shall each deposit such other instruments as are reasonably required by Title Company or otherwise required to close the transaction and consummate the conveyances under the terms of this Agreement, and County shall pay Seller the Purchase Price on the Closing date, and, subject to any separate payment arrangement with Title Company, an amount sufficient to pay all other costs required to be paid by County at the Closing, as estimated in good faith by the parties, including County's share of costs under Section 8(b);

(iii) The parties shall cause the Closing to occur no later than one (1) business day after the last of County's and Seller's deliveries to the other party are complete. At the Closing, the parties shall close the transaction as follows:

(1) County shall record the Deed, marked for return to County, which shall be deemed delivery to County;

(2) County shall pay the Purchase Price to Seller on the Closing Date;

(3) Each party shall prepare and deliver to the other party one signed copy of all receipts and disbursements of the transaction which were paid by such party, and copies of all recorded documents.

(b) Payments at the Closing: Except for any charges by Title Company for the Preliminary Title Report which shall be borne by County, costs and expenses incurred in this transaction shall be paid equally by County and Seller. Seller may make separate payment arrangements with Title Company to pay after Closing to the extent any charges must be collected by Title Company. The provisions of this Section 8(b) shall survive the Closing.

9. Seller's Representations; "As-Is" Condition; Releases.

(a) Seller's Representations and Warranties. Seller represents and warrants:

(i) Seller is duly created, validly existing, and has full right, power, and authority to enter into this Agreement and to perform Seller's obligations hereunder. As executed by Seller and delivered to County, this Agreement constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms.

(ii) To the actual knowledge of Seller, Seller has received no notice of pending litigation, condemnation, or eminent domain proceeding affecting the Property.

(iii) As of the Effective Date, Seller has not received written notice from any governmental authority asserting that the Property is in violation of any statutes, regulations, rules, ordinances, codes, or governmental orders relating to Hazardous Materials (defined below), and Seller has no actual knowledge that any such violation exists. If, prior to the Closing, Seller receives any notice that such a violation exists, Seller will immediately convey that notice to County, and County shall have the right to terminate this Agreement upon written notice to Seller. Seller's knowledge with regard to this Section 9(a)(iii) shall be limited to the City Engineer's actual knowledge as of the Effective Date, with no duty of inquiry or imputed knowledge.

(b) "AS-IS" Condition of the Property. Upon the Closing County shall accept the Property in an "AS-IS" condition. Except as expressly set forth in Section 9(a) and elsewhere in this Agreement, neither Seller, nor its agents or employees, have made any warranty, guarantee, or representation concerning any matter or thing affecting or relating to the Property, including the physical condition of the Property, any improvements thereon, the condition of the soil, geology, or seismic conditions of the Property, the presence of known or unknown faults, on, in, or under the Property, the environmental condition of the Property, and any exceptions to title to the Property, whether or not of record; nor does Seller assume any responsibility for the conformance the codes or permit regulations of the city within which the Property is located. Except for the express representations and warranties of Seller set forth in Section 9(a) or elsewhere in this Agreement, County relies solely on County's own judgment, experience, and investigations as to the present and future condition of the Property. County's election to purchase the Property, will be based upon and will constitute evidence of County's independent investigation of the Property, its use, development potential and suitability for County's intended use, including (without limitation) the following (the "**Covered Subject Areas**"): the feasibility of developing the Property for the purposes intended by County and the conditions of approval for any subdivision map; the size and dimensions of the Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Property; any surface, soil, subsoil, fill, or other physical conditions of or affecting the Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental, or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any other governmental permits, approvals or acts (collectively "**Permits**"); the necessity or existence of any

dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the Property; and all of the matters concerning the condition, use, development, or sale of the Property. Seller will not be liable for any loss, damage, injury or claim to any person or property arising from or caused by the development of the Property by County.

(c) County's Release of Seller. As partial consideration for this Agreement, effective upon the Closing, County hereby releases and discharges Seller and its employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors, and assigns from any and all claims, demands, causes of action, obligations, damages, and liabilities (together, "**Liabilities**"), which County now has or could assert in any manner related to or arising from the condition of the Property, the presence of any Hazardous Materials in, on, or around the Property, and the County's future use of the Property. As used in this Agreement, "**Hazardous Materials**" includes petroleum, asbestos, radioactive materials or substances defined as "hazardous substances," "hazardous materials" or "toxic substances" (or words of similar import) in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and under the applicable California laws. County knowingly waives the right to make any claim against the Seller for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

County: \_\_\_\_\_

(d) Survival. The requirements of this Section 9 shall survive the closing and not merge into the Deed and other recorded instruments.

10. Representations, Warranties and Covenants of County and Seller. County hereby represents and warrants to Seller as follows:

(a) County is a political Subdivision of the State of California. This Agreement and all documents executed by County which are to be delivered to Seller at the Closing are and at the time of Closing will be duly authorized, executed and delivered by County, are and at the time of Closing will be legal, valid and binding obligations of County enforceable against County in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which County is subject. County has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) County represents and warrants that it is familiar with the physical condition of the Property, and accepts the Property in an "AS-IS" condition and with all faults.

(c) County, at its sole discretion and at its sole cost, may conduct an independent investigation with respect to zoning and subdivision laws, ordinances, resolutions, and regulations of all governmental authorities having jurisdiction over the Property, and the use and improvement of the Property.

11. Environmental Matters/Release. County relies on its own investigation and not on any representation by Seller regarding Hazardous Materials. County relies solely upon its own investigation and inspection of the Property and the improvements thereon and upon the aid and advice of County's independent expert(s) in purchasing the Property, and shall take title to the Property without any warranty, express or implied, by Seller or any employee or agent of Seller. Seller makes no representations regarding Hazardous Materials in, on or under the Property. Seller's knowledge and disclosures regarding Hazardous Materials are limited to the contents of Seller's Deliveries.

12. Continuation and Survival. All representations, warranties, and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and, unless expressly provided to the contrary, shall survive the execution and delivery of this Agreement, the Deed, and the Closing.

13. County's Failure to Proceed/Seller Termination Right. If County has not delivered its Closing Notice to Seller by 60 days after the Effective Date, Seller may, at its sole option, terminate this Agreement.

14. Possession. Possession of the Property shall be delivered to County on the Closing Date free of any occupant or property not being conveyed to County as provided hereunder.

15. Seller's Cooperation with County. At no cost to Seller, Seller shall cooperate and do all acts as may be reasonably required or requested by County with regard to the fulfillment of any Conditions Precedent. Seller hereby authorizes County and its agents to make all inquiries with and applications to any third party, including any governmental authority, as County may reasonably require to complete its due diligence and satisfy the Conditions Precedent.

16. Brokers and Finders. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein.

17. Professional Fees. In the event legal action is commenced to enforce or interpret any of the terms or provisions of this Agreement, each party shall bear its own attorney's fees.

18. Miscellaneous.

(a) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (i) immediately

upon hand delivery, (ii) one (1) business day after being deposited with Federal Express or another overnight courier service for next day delivery, or (iii) two (2) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required. The parties may deliver a courtesy copy of any notice, consent, or approval by email, to the email addresses below, but an emailed courtesy copy does not substitute for providing notice in the manner required by this Section 18. All notices, consents, and approvals shall be addressed as follows (or such other address as either party may from time to time specify in writing to the other in accordance herewith):

If to Seller:                   City of Antioch  
  Attn: City Manager  
  P.O. Box 5007  
  Antioch CA 94531  
  Phone: 925-779-7011.  
  Email: rbernal@ci.antioch.ca.us

With a copy to:                City of Antioch  
  Attn: City Attorney  
  P.O. Box 5007  
  Antioch CA 94531  
  Phone: (925) 779-7015  
  E-Mail: tsmith@ci.antioch.ca.us

If to County:                   Contra Costa County  
  Attn: Principal real Property Agent  
  255 Glacier Drive,  
  Martinez, CA 94553  
  Phone: (925) 313-2000  
  Jessica.dillingham@pw.cccounty.us

With a copy to:                Contra Costa County Counsel's Office  
  Attn: Stephen M. Siptroth  
  651 Pine Street, 9<sup>th</sup> Floor  
  Martinez, CA 94518  
  Phone: (925) 335-1800  
  Email Stephen.Siptroth@cc.cccounty.us

(b) Successors and Assigns. County shall have the right to assign this Agreement to any entity controlling, controlled by or under common control with County without Seller's consent or approval, and otherwise County shall have the right to assign this Agreement to any entity subject to Seller's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any such assignee shall assume all obligations of County hereunder; however, County shall remain liable for all obligations hereunder. Seller shall have the right to assign this Agreement. Except as otherwise permitted by this paragraph, neither this Agreement nor the rights of either party hereunder may be assigned by either party. This Agreement shall be



binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

(c) Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and County.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Construction. Headings at the beginning of each Section and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to Sections and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(f) No Joint Venture. This Agreement shall not create a partnership or joint venture relationship between County and Seller.

(g) Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any letters of intent previously executed or submitted by either or both of the parties hereto, which shall be of no further force or effect upon execution of this Agreement.

(h) Time of the Essence. Time is of the essence of this Agreement. As used in this Agreement, a "business day" shall mean a day which is not a Saturday, Sunday or recognized federal or state holiday. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, then the last date for such performance shall be extended to the next occurring business day.

(i) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(j) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

(k) Exhibits. All exhibits attached hereto and referred to herein are incorporated herein as though set forth at length.

(l) Captions. The captions appearing at the commencement of the sections and paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and paragraph and not such caption shall control and govern in the construction of this Agreement.

(m) No Obligation To Third Parties. Execution and delivery of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than the parties hereto.

(n) Waiver. The waiver by any party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

(o) Interpretation. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.

(p) Counterparts/Facsimile/.PDF Signatures. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and County intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

**SELLER:**

**CITY OF ANTIOCH, a California  
municipal corporation**

By: \_\_\_\_\_  
Ron Bernal  
City Manager

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

*Attest:*

By: \_\_\_\_\_  
Arne Simonsen  
City Clerk

*Approved as to form:*

By: \_\_\_\_\_  
Thomas Lloyd Smith  
City Attorney

**COUNTY:**

**CONTRA COSTA COUNTY, a political  
subdivision of the State of California**

By: \_\_\_\_\_  
Brian M. Balbas  
Director of Public Works

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

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

*Approved as to form:*

Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
Stephen M. Siptroth  
Deputy County Counsel

**Attachments and Exhibits:**

Attachment A: Legal Description

Attachment B: Grant Deed

Exhibit A: Legal Descriptions

Exhibit B: Plat

**ATTACHMENT A**  
**LEGAL DESCRIPTION & PLAT OF THE PROPERTY**

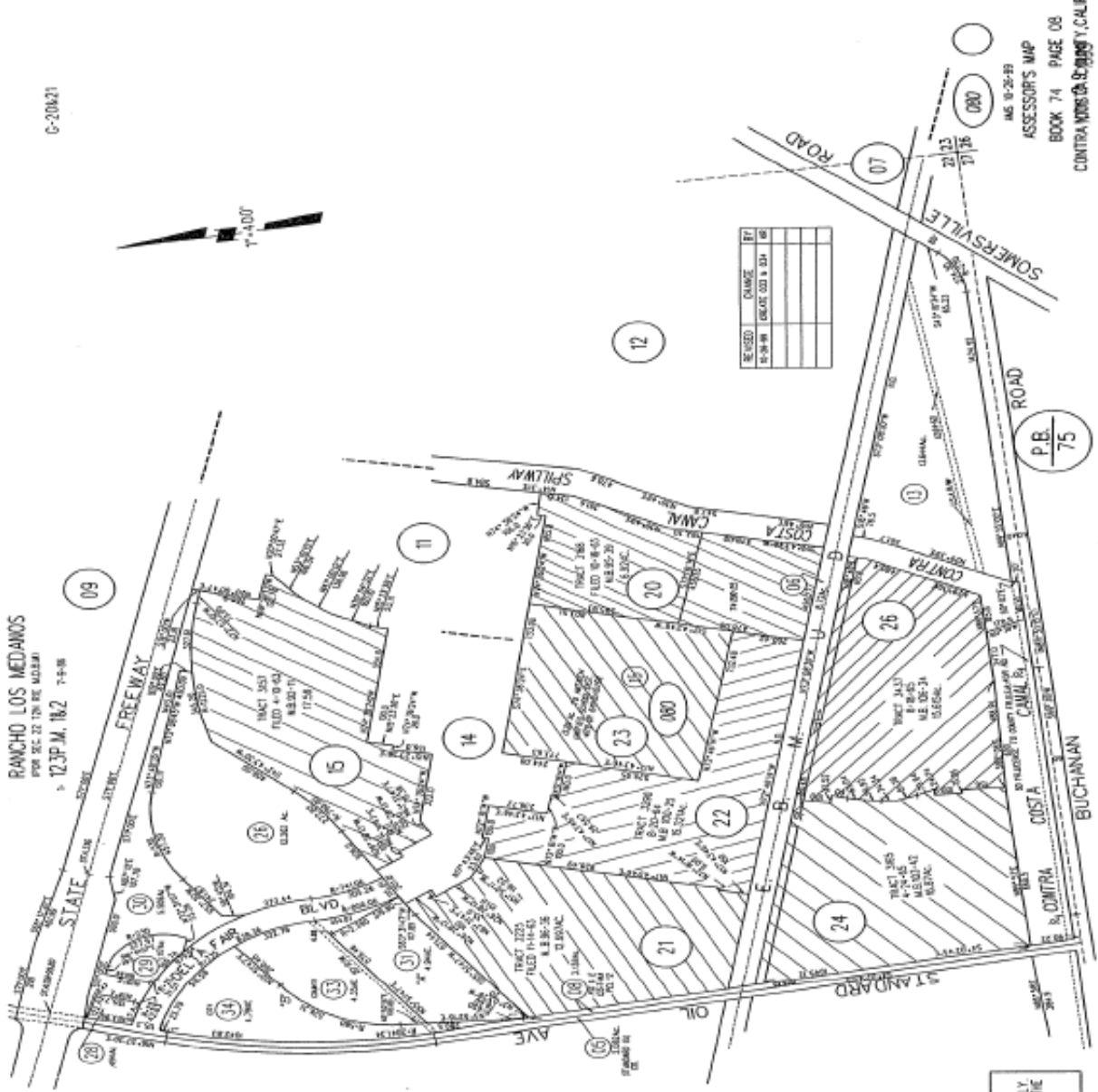
The land referred to is situated in the County of Contra Costa, City of Antioch, State of California, and is described as follows:

Parcel B as shown on the Parcel Map entitled "Subdivision MS 19-84A, a portion of the Rancho Los Medanos, City of Antioch", filed in the Office of the Recorder of Contra Costa County on July 9, 1986 in Book 123 of Parcel Maps, at Page 1.

Excepting therefrom that portion thereof described in the Grant Deed to Contra Costa County, a political subdivision of the State of California, recorded August 3, 1999 as Instrument No. 1999-0207644 of Official Records.

APN: 074-080-034-7

RANCHO LOS MEDANOS  
FOR SEC. 22, 17N 10E M222  
12.3P.M. 182 7-9-88



| REUSED   | CHANGE           | BY |
|----------|------------------|----|
| 10-28-88 | CREATE CD 1 & 2A | 88 |
|          |                  |    |
|          |                  |    |
|          |                  |    |

ASSASSOR'S MAP  
BOOK 74 PAGE 08  
CONTRA COSTA COUNTY, CALIF.

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON.

**ATTACHMENT B  
FORM OF GRANT DEED**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO, AND  
MAIL TAX STATEMENTS TO:

CONTRA COSTA COUNTY

A.P.N.: 074-080-034-7

(Space Above Line for Recorder's Use Only)  
Exempt from recording fees – Government Code Section 27383

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_; CITY TRANSFER TAX \$ \_\_\_\_\_; SURVEY MONUMENT FEE \$ \_\_\_\_\_

- [        ] computed on the consideration or full value of property conveyed, OR  
[        ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
[        ] unincorporated area; [   ] City of \_\_\_\_\_, and

**GRANT DEED**

FOR VALUE RECEIVED, CITY OF ANTIOCH (“**Grantor**”), grants to CONTRA COSTA COUNTY, a political subdivision of the State of California, (“**Grantee**”), all that certain real property situated in the County of Contra Costa, State of California, described on Exhibit A attached hereto and by this reference incorporated herein (the “**Property**”).

Deed Restrictions:

1. **Use.** Grantee shall use the Property only for navigation centers/assessment centers, emergency shelter, transitional and bridge housing, and/or permanent support housing for individuals experiencing homelessness (“**Approved Use**”). Grantee shall commence construction on the navigation center facility within two (2) years from the date hereof. Grantee shall be responsible to pay for the cost of any off-site improvements required to construct the transitional housing facility and the cost of any development fees imposed by the City of Antioch (collectively, “**Construction Costs**”).
2. **Right to Reenter.** Grantor shall have the right, at its option, to reenter and take possession of the Property (or any portion thereof) with all improvements thereon, and terminate and revest in Grantor the estate theretofore conveyed to Grantee, if Grantee:
  - a. uses the Property for any other use other than the Approved Use; or
  - b. fails to commence construction of the facility for the Approved Use within two years after recording of this grant deed.

- c. fails to complete construction of the facility for the Approved Use within three years after commencing construction of the facility as demonstrated by (i) the recordation of a valid Notice of Completion and (ii) issuance of a certificate of occupancy for the facility.
3. **Covenant.** The covenants contained in this Grant Deed shall be construed as covenants running with the land, and not as conditions which might result in forfeiture of title.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of \_\_\_\_\_, 2020.

**GRANTOR:**

CITY OF ANTIOCH, a California municipal corporation

By: \_\_\_\_\_  
Ron Bernal  
City Manager

GRANTEE hereby accepts and approves of each of the covenants, conditions and restrictions set forth in this Grant Deed.

**GRANTEE:**

CONTRA COSTA COUNTY,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Brian M. Balbas  
Director of Public Works





EXHIBIT A  
LEGAL DESCRIPTION

The land referred to is situated in the County of Contra Costa, City of Antioch, State of California, and is described as follows:

Parcel B as shown on the Parcel Map entitled "Subdivision MS 19-84A, a portion of the Rancho Los Medanos, City of Antioch", filed in the Office of the Recorder of Contra Costa County on July 9, 1986 in Book 123 of Parcel Maps, at Page 1.

Excepting therefrom that portion thereof described in the Grant Deed to Contra Costa County, a political subdivision of the State of California, recorded August 3, 1999 as Instrument No. 1999-0207644 of Official Records.

APN: 074-080-034-7

**CERTIFICATE OF ACCEPTANCE**

Pursuant to Section 27281 of the  
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2020, from the CITY OF ANTIOCH, a municipal corporation, as GRANTOR thereunder, and CONTRA COSTA COUNTY, a political subdivision of the State of California, as GRANTEE thereunder, is hereby accepted by the undersigned officer on behalf of CONTRA COSTA COUNTY pursuant to the authority conferred by authority of CONTRA COSTA COUNTY's governing body at its regular meeting on \_\_\_\_\_2020, and the GRANTEE consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Brian M. Balbas  
Director of Public Works  
Date: \_\_\_\_\_

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO, AND  
MAIL TAX STATEMENTS TO:

CONTRA COSTA COUNTY  
Attn. Julin Perez – Real Estate Division

A.P.N.: 074-080-034-7

(Space Above Line for Recorder's Use Only)  
Exempt from recording fees – Government Code Section 27383

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_; CITY TRANSFER TAX \$ \_\_\_\_\_; SURVEY MONUMENT FEE \$ \_\_\_\_\_

- [        ] computed on the consideration or full value of property conveyed, OR  
[        ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
[        ] unincorporated area; [   ] City of \_\_\_\_\_, and

### **GRANT DEED**

FOR VALUE RECEIVED, CITY OF ANTIOCH (“**Grantor**”), grants to CONTRA COSTA COUNTY, a political subdivision of the State of California, (“**Grantee**”), all that certain real property situated in the County of Contra Costa, State of California, described on Exhibit A attached hereto and by this reference incorporated herein (the “**Property**”).

Deed Restrictions:

1. **Use.** Grantee shall use the Property only for navigation centers/assessment centers, emergency shelter, transitional and bridge housing, and/or permanent support housing for individuals experiencing homelessness (“**Approved Use**”). Grantee shall commence construction on the navigation center facility within two (2) years from the date hereof. Grantee shall be responsible to pay for the cost of any off-site improvements required to construct the transitional housing facility and the cost of any development fees imposed by the City of Antioch (collectively, “**Construction Costs**”).
2. **Right to Reenter.** Grantor shall have the right, at its option, to reenter and take possession of the Property (or any portion thereof) with all improvements thereon, and terminate and revest in Grantor the estate theretofore conveyed to Grantee, if Grantee:
  - a. uses the Property for any other use other than the Approved Use; or
  - b. fails to commence construction of the facility for the Approved Use within two years after recording of this grant deed.
  - c. fails to complete construction of the facility for the Approved Use within three years after commencing construction of the facility as demonstrated by (i) the

recording of a valid Notice of Completion and (ii) issuance of a certificate of occupancy for the facility.

3. **Covenant.** The covenants contained in this Grant Deed shall be construed as covenants running with the land, and not as conditions which might result in forfeiture of title.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of \_\_\_\_\_, 2020.

**GRANTOR:**

CITY OF ANTIOCH, a California municipal corporation

By: \_\_\_\_\_  
Ron Bernal  
City Manager

GRANTEE hereby accepts and approves of each of the covenants, conditions and restrictions set forth in this Grant Deed.

**GRANTEE:**

CONTRA COSTA COUNTY,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Brian M. Balbas  
Director of Public Works



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: February 11, 2020

Subject: FBI Academy Attendance Costs

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner or designee, to expend \$2,160 for costs associated with employee Anna Kornblum's attendance at the Federal Bureau of Investigation National Academy from March 30, 2020 through June 5, 2020. This expense is to be differentiated from an advance on funds or reimbursement. Summary of Expenses: Academy Uniforms - \$550.00 Student Assessment - \$250.00 Miscellaneous Expenses (\$20/day x 68 days) - \$1,360.00.

**FISCAL IMPACT:**

100% County General Fund, Budgeted. The total cost to the County for this continuing education program will be borne by the Sheriff's Office operational budget.

**BACKGROUND:**

The Federal Bureau of Investigation National Academy is a prestigious continuing education program recognized internationally for law enforcement personnel. The training program is a comprehensive and balanced 10-week program of advanced professional instruction. Throughout this training, particular emphasis is placed on leadership development. Personnel from the Office of the Sheriff-Coroner attend the National Academy at the personal invitation of the Director of the Federal Bureau of Investigation. All major costs, including transportation, are funded by the Bureau.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Sandra Brown,  
925-335-1553

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Negative action could suppress the ability of our county to continue preparing our local law enforcement officials for the unique leadership challenges which we are certain to face in the future.



Contra  
Costa  
County

To: Board of Supervisors  
From: Dianne Dinsmore, Human Resources Director  
Date: February 11, 2020

Subject: Authorize Destruction of County Records maintained by the Merit Board

---

**RECOMMENDATION(S):**

AUTHORIZE the destruction of County Records maintained by the Merit Board as follows: Merit Board records, such as Board hearing minutes, hearing exhibits, findings, decisions and related records, that are no longer necessary for County purposes and are not otherwise required by law to be preserved, may be destroyed at the direction of the Director of Human Resources ten years after a case is decided.

**FISCAL IMPACT:**

None

**BACKGROUND:**

Government Code section 26202 provides that unless the law requires a record to be preserved, any record more than two years old may be destroyed without being photographed, microfilmed or otherwise reproduced if the Board determines by four-fifths (4/5) vote that the retention of such documents is no longer necessary or required for County purposes.

In order to efficiently manage the volume of records continuously generated and received, the Merit Board must dispose of unnecessary records and documents that have no apparent historical significance

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Dianne Dinsmore (925)  
335-1766

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

or further administrative or litigation value, are more than ten years old, are not required to be maintained by state statute, and are no longer necessary or required for County purposes pursuant to Government Code section 26202.

Even though the law authorizes destruction of records after two years, the Merit Board will retain its records for ten years after a case is decided. This conservative retention policy will ensure that records remain available for business and legal purposes for a significant period of time.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors does not approve this recommendation, then the Merit Board will not have a clearly specified records retention policy.





Contra  
Costa  
County

To: Board of Supervisors  
From: PUBLIC PROTECTION COMMITTEE  
Date: February 11, 2020

Subject: 2019 YEAR-END REPORT ON ACCOMPLISHMENTS AND DISPOSITION OF REMAINING REFERRALS TO  
THE PUBLIC PROTECTION COMMITTEE

---

**RECOMMENDATION(S):**

1. ACKNOWLEDGE that the Board of Supervisors referred twelve (12) issues to the Public Protection Committee (PPC) for its review and consideration during 2019.
2. FIND that the 2019 PPC convened nine (9) meetings, worked through and provided an opportunity for public input on a number of significant Countywide issues.
3. RECOGNIZE the excellent work of the County department staff who provided the requisite information to the PPC in a timely and professional manner, and members of the Contra Costa community and other public agencies who, through their interest in improving the quality of life in Contra Costa County, provided valuable insight into our discussions, and feedback that helped us to formulate our policy recommendations.
4. ACCEPT year-end productivity report.
5. APPROVE recommended disposition of PPC referrals described at the end of this report.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Paul Reyes, (925)  
335-1096

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

By: , Deputy

cc:

## FISCAL IMPACT:

No fiscal impact. This is an informational report only.

## BACKGROUND:

The Public Protection Committee (PPC) was established on January 8, 2008 to study criminal justice and public protection issues and formulate recommendations for consideration by the Board of Supervisors. At the February 3, 2020 meeting, the Committee discussed all issues currently on referral and has made the following recommendations to the Board of Supervisors for the 2020 PPC work-plan:

### **1. Opportunities to Improve Coordination of Response to Disasters and Other Public Emergencies**

Approximately three weeks following the November 2007 Cosco Busan oil spill, the Sheriff's Office of Emergency Services (OES) presented to the Board of Supervisors its assessment of the emergency response efforts, including what worked well and didn't work well, and what lessons were learned through those experiences. At the conclusion of the Board discussion, Supervisor Gioia introduced five recommendations that were approved by the Board.

On February 5, 2008 the Board of Supervisors referred this matter to the PPC for continuing development and oversight. PPC received a status report from the Office of the Sheriff and Health Services Department in February 2009 and requested the Hazardous Materials Program Manager to report back to the PPC on the development of mutual aid agreements from local oil refineries. Following a second briefing to the PPC by the Office of the Sheriff, the PPC reported out to the Board of Supervisors on May 6, 2009 with recommendations for follow-up by the Sheriff and Human Resources departments. The Health Services Department made a report to the PPC on April 19, 2010 regarding the resources and connections available to respond to hazardous materials emergencies and, again, on October 18, 2010 regarding who determines which local official participates in incident command if an event is in Contra Costa County. On December 5, 2011, Health Services reported to our Committee regarding training and deployment of community volunteers.

In January 2008, the Board of Supervisors referred to the PPC the matter of improving public response to emergency instructions and protocols through broader and better education, which had previously been on referral to the IOC. The Board suggested that the PPC work with the Office of the Sheriff, the Health Services Department, and the CAER (Community Awareness & Emergency Response) Program to determine what educational efforts are being made and what additional efforts may be undertaken to improve public response and safety during an emergency. In April 2011, the PPC met with CAER (Community Awareness Emergency Response) Executive Director Tony Semenza and staff from the Office of the Sheriff and Health Services to discuss what has been done to better inform the public and what more can be done to improve public response to emergency warnings. CAER provided a thorough report on its countywide community fairs, and programs targeted at the education system and non-English speaking populations. The PPC asked CAER to provide a written outreach strategy that describes how new homeowners are educated about emergency awareness. The Sheriff's Office of Emergency Services provided an update to the Committee at the April 13, 2015 meeting. In addition, the draft update of the Countywide Emergency Operations Plan (EOP) was reviewed and forwarded to the BOS for review and approval in 2015. Since there will be opportunities for the review of future updates to the EOP, we recommend that this issue remain on referral to the Committee.

**Recommendation: REFER to the 2020 PPC**

## **2. Welfare Fraud Investigation and Prosecution**

In September 2006, the Employment and Human Services (EHS) Department updated the Internal Operations Committee (IOC) on its efforts to improve internal security and loss prevention activities. The IOC had requested the department to report back in nine months on any tools and procedures that have been developed and implemented to detect changes in income eligibility for welfare benefits.

The EHS Director made follow-up reports to IOC in May and October 2007, describing what policies, procedures, and practices are employed by the Department to ensure that public benefits are provided only to those who continue to meet income eligibility requirements, explaining the complaint and follow-through process, and providing statistical data for 2005/06, 2006/07, and for the first quarter of 2007/08.

Upon creation of the PPC in January 2008, this matter was reassigned from the IOC to the PPC. PPC has received status reports on this referral in October 2008, June and October 2010, November 2011, November 2012 and, most recently, in December 2013. The Committee has reviewed the transition of welfare fraud collections from the former Office of Revenue Collection to the Employment and Human Services Department; the fraud caseload and percentage of fraud findings; fraud prosecutions and the number of convictions; and the amounts recovered.

The Committee received an annual report on this subject from the District Attorney and Employment and Human Services Director on September 26, 2016. The Committee wishes to continue monitoring the performance of the welfare fraud program annually. It is recommended that this matter be retained on referral. The Committee did not receive an update on this topic in 2019, but would like the issue to remain on referral to the Committee for future oversight.

**Recommendation: REFER to the 2020 PPC**

## **3. Multi-Language Capability of the Telephone Emergency Notification System (TENS)/Community Warning System (CWS) Contracts.**

This matter had been on referral to the IOC since 2000 and was reassigned to the PPC in January 2008. The PPC met with Sheriff and Health Services Department staff in March 2008 to receive an update on the County's efforts to implement multilingual emergency telephone messaging. The Committee learned that the Federal Communications Commission had before it two rulemaking proceedings that may directly affect practices and technology for multilingual alerting and public notification. Additionally, the federally-funded Bay Area "Super Urban Area Safety Initiative" (SUASI) has selected a contractor undertake an assessment and develop a five-year strategic plan on notification of public emergencies, with an emphasis on special needs populations. The Sheriff's Office of Emergency Services reported to the PPC in April 2009 that little has changed since the March 2008 report.

On October 18, 2010, the PPC received a report from the Sheriff's Office of Emergency Services on the Community Warning and Telephone Emergency Notification systems, and on developments at the federal level that impact those systems and related technology. Sheriff staff concluded that multi-lingual public emergency messaging is too complex to be implemented at the local level and should be initiated at the state and federal levels. New federal protocols are now being established to provide the framework within which the technological industries and local agencies can work to develop these capabilities.

In 2011, the Office of the Sheriff has advised staff that a recent conference on emergency notification systems unveiled nothing extraordinary in terms of language translation. The SUASI project had just commenced and Sheriff staff have been on the contact list for a workgroup that will be developing a gap analysis, needs assessment, and five-year strategic plan. At this point, this matter had been on committee referral for more than ten years and technology had yet to provide a feasible solution for multilingual public

emergency messaging.

On September 18, 2012, following the Richmond Chevron refinery fire, the Board of Supervisors established an ad hoc committee to discuss the Community Warning System and Industrial Safety Ordinance. Since that committee is ad hoc in nature, the PPC recommended that this issue remain on referral to the PPC.

The PPC received two updates on this issue in CY 2015; one on April 13, 2015 and one on November 9, 2015. Following the November 2015 discussion, the Committee requested the Sheriff's Office to return in six months for an update.

On May 23, 2016, the Committee received an update from the Sheriff's Office on the status of the TEN system and directed staff to provide a summary of the CWS/Emergency services protocols for future review of the Committee and prepare a handout in both English and Spanish that summarizes emergency services protocols.

On October 18, 2016, the Board of Supervisors referred a review of the AtHoc, Inc. contract to the Committee for additional review and discussion and on October 24, 2016, the Committee met to discuss this item. AtHoc Inc., is a full-service alert and warning company specializing in fixed siren systems and emergency notification systems. Alerting Solutions, Inc., provides support for the Contra Costa County Community Warning System. The Contra Costa County Community Warning System consists of 25 separate and linked control centers, monitoring systems, and communication systems between emergency responders, sirens (40), and other alerting devices (700+), and automated links to radio and television stations serving the community. Representatives from the Sheriff's Office were present to discuss the item and its importance to the County's Community Warning System (CWS) operations. Following that discussion, the Committee recommended that the contract be rescheduled on the Board of Supervisors' agenda for approval, but directed staff to continue reporting on CWS operating contracts on a periodic basis. Since the Committee has an existing referral on the CWS telephone electronic notification system (TENS), this referral was combined with the TENS referral with the expectation that the Committee would receive coordinated updates on both issues in the beginning in 2017.

The Committee did not receive an update on this topic in 2019. However, the Committee continues to have interest in monitoring the implementation of a multi-lingual telephone ring down system and CWS issues. For this reason, this issue should remain on referral to the Committee in 2020.

**Recommendation: REFER to the 2020 PPC**

**4. County support and coordination of non-profit organization resources to provide re-entry services, implementation of AB 109 Public Safety Realignment, and appointment recommendations to the Community Corrections Partnership**

On August 25, 2009, the Board of Supervisors referred to the PPC a presentation by the Urban Strategies Council on how the County might support and coordinate County and local non-profit organization resources to create a network of re-entry services for individuals who are leaving jail or prison and are re-integrating in local communities. On September 14, 2009, the PPC invited the Sheriff-Coroner, County Probation Officer, District Attorney, Public Defender, Health Services Director, and Employment and Human Services Director to hear a presentation by the Urban Strategies Council. The PPC encouraged County departments to participate convene a task force to work develop a network for re-entry services, which has been meeting independently from the PPC.

The PPC received a status report from County departments in April 2010. The Employment and Human Services department reported on its efforts to weave together a network of services, utilizing ARRA funding for the New Start Program and on the role of One-Stop Centers in finding jobs for state parolees. Probation reported on the impacts of the anticipated flood of state parolees into the county. The Sheriff reported on the costs for expanding local jail capacity and possible expanded use of GPS (global positioning systems) use in monitoring state parolees released back to our county. The Health Services Department reported on its Healthcare for the Homeless Program as a means to get parolees into the healthcare system and on its development of cross-divisional teams on anti-violence.

Supervisors Glover and Gioia indicated that their staff would continue to coordinate this local initiative when the Urban Strategies Council exhausts its grant funding from the California Endowment. The PPC continued to monitor progress on the initiative and, on February 7, 2011, received a presentation of the completed strategic plan and recommendations. In response to public testimony at the PPC meeting regarding concerns over the "Ban the Box" element of the plan, the plan recommendations were modified to exclude from the "Ban the Box" requirement certain identified sensitive positions in public safety and children's services or as determined by the agency.

On March 22, 2011, representatives from the Urban Strategies Council presented the completed Contra Costa County Re-entry Strategic Plan (100 pages), an Executive Summary (6 pages) of the plan, and a slide show to the Board of Supervisors, which approved the strategic plan and implementation recommendations with one modification: rather than adopt a 'Ban the Box' policy as recommended, which would have removed the question about criminal records from county employment applications during the initial application, the Board agreed to consider adopting such a policy at a future date. The Board directed the County Administrator to work with the offices of Supervisors Glover and Gioia to identify the resources needed to implement the strategic plan and to report back to the Board with his findings and recommendations.

Later in 2011, the California Legislature passed the Public Safety Realignment Act (Assembly Bills 109), which transfers responsibility for supervising specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation (CDCR) to counties. Assembly Bill 109 (AB 109) takes effect October 1, 2011 and realigns three major areas of the criminal justice system. On a prospective basis, the legislation:

- Transfers the location of incarceration for lower-level offenders (specified non-violent, non-serious, non-sex offenders) from state prison to local county jail and provides for an expanded role for post-release supervision for these offenders;
- Transfers responsibility for post-release supervision of lower-level offenders (those released from prison after having served a sentence for a non-violent, non-serious, and non-sex offense) from the state to the county level by creating a new category of supervision called Post-Release Community Supervision (PRCS);
- Transfers the housing responsibility for parole and PRCS revocations to local jail custody

AB 109 also tasked the local Community Corrections Partnership (CCP) with recommending to the County Board of Supervisors a plan for implementing the criminal justice realignment, which shall be deemed accepted by the Board unless rejected by a 4/5th vote. The Executive Committee of the CCP is composed of the County Probation Officer (Chair), Sheriff-Coroner, a Chief of Police (represented by the Concord Police Chief in 2014), District Attorney, Public Defender, Presiding Judge of the Superior Court or designee, and the Behavioral Health Director.

On October 4, 2011, the Board of Supervisors approved the CCP Realignment Implementation Plan, including budget recommendations for fiscal year 2011/12. Throughout 2012, the PPC received regular

status updated from county staff on the implementation of public safety realignment, including recommendations from the CCP-Executive Committee for 2012/13 budget planning. On January 15, 2013 the Board of Supervisors approved a 2012/13 budget for continuing implementation of public safety realignment programming.

The Committee received several reentry/AB 109 related presentations and updates throughout 2014, including program updates, review of the proposed fiscal year 2014/15 AB 109 Public Safety Realignment budget and made appointment recommendations to the Board of Supervisors for the CY 2015 Community Corrections Partnership. In addition, the Committee evaluated the feasibility of submitting a grant proposal for the 2014 Byrne Justice Assistance Grant (JAG) released by the California Board of State and Community Corrections.

In 2016, the Committee reviewed the FY 2016/17 AB 109 budget proposed by the CCP, made appointment recommendations for the CY2017 CCP and CCP-Executive Committee to the Board of Supervisors and advised on grant programs that tie into AB 109 programming infrastructure. In addition, the Committee reviewed the process for allocating the Community Programs portion of the AB109 budget, which was composed of four separate RFPs for: (1) Employment and Placement services, (2) Short and Long-Term Housing services, (3) Monitoring and Family Reunification services and (4) Legal services. In addition, the Committee reviewed the first AB109 Annual Report assembled by Resource Development Associates on behalf of the Community Corrections Partnership and a recommendation to establish an Office of Reentry and Justice in the County Administrator's Office.

In 2017, the Committee reviewed the proposed FY 2017/18 AB109 budget assembled by the CCP, the FY 2015/16 AB 109 Annual Report and received staff reports regarding plans to update the Countywide Reentry Strategic Plan and AB109 Operational Plan. The FY 2015/16 AB109 Annual Report was forwarded to the Board on March 14, 2017. At the October and November 2017 meetings, the Committee had discussion regarding appointments to the CCP and the CCP-Executive Committees for CY2018. At the November meeting, the Committee recommended the reappointment of all members with the exception of the CBO-representative seat. The Committee requested the CCP-Community Advisory Board to make a recommendation regarding appointment to that seat, which will be proposed to the Committee in early 2018. Ultimately, the Board approved the CY2018 appointments as recommended by the Committee on November 14, 2017.

In 2018, the Committee continued its oversight responsibilities related to the implementation of AB109. On February 5, 2018 the PPC reviewed and approved the proposed FY 2018/19 AB 109 budget approved by the CCP - Executive Committee. On May 23, 2018, the PPC reviewed and approved the FY 2018/19 AB 109 Community Program funding allocations, approved the CY 2018 appointment of the CBO-representative seat, and received the AB 109 Annual Report for FY 2016/17. On June 25, 2018, the PPC accepted the Contra Costa County Reentry System Strategic Plan for 2018-2023. At the November 5th meeting, the Committee recommended the reappointment of all members with the exception Chief of Police seat which the PPC recommended the Antioch Police Chief.

In 2019, Committee reviewed and approved the proposed FY 2019/20 AB109 budget assembled by the CCP - Executive Committee and the FY 17/18 AB 109 Annual Report. The Committee also provided input and direction on the 2019 AB 109 Community Programs solicitation process for reentry services and grant writing services. On March 11, 2019, the Committee accepted the recommendation from the Quality Assurance Committee of the Community Corrections Partnership to increase the award to Fast Eddies to provide Automotive Technician Training. The Committee also directed staff to issue an Request for Proposals to utilize the remaining Local Innovation Fund revenue. On December 2, 2019, the PPC recommended the Board of Supervisors award \$300,000 form the Local Innovation Fund to Rubicon Programs for an evening connections program.

During 2019, the PPC provided direction on filling the vacant victims' representative seat. At the September 30, 2019 PPC meeting, the PPC was provided with a report on the victims' representative vacancy on the Community Corrections Partnership board. The PPC then determined to proceed with an 6-week recruitment and selection process for the vacant seat. On December 2, 2019, the PPC conducted interviews and considered applications for the vacant seat and forwarded a nomination to the Board of Supervisors for consideration at the December 17, 2019 meeting of Board of Supervisors.

**Recommendation: REFER to the 2020 PPC**

## **5. Inmate Welfare Fund/Telecommunications/Visitation Issues**

On July 16, 2013, the Board of Supervisors referred a review of the Inmate Welfare Fund (IWF) and inmate visitation policies to the Public Protection Committee for review. The Inmate Welfare Fund is authorized by Penal Code § 4025 for the "...benefit, education, and welfare of the inmates confined within the jail." The statute also mandates that an itemized accounting of IWF expenditures must be submitted annually to the County Board of Supervisors.

The Sheriff's Office has made several reports to the Committee throughout 2013 and 2014 regarding funding of IWF programs, visitation/communication policies and an upcoming RFP for inmate telecommunications services. The referral was placed on hold pending further discussion and outcomes of state and federal level changes to statute or rulemaking that could curtail the collection of telephone commissions individuals contacting inmates and wards housed in county adult and juvenile detention facilities normally pay. Such changes could potentially impact programming provided within the County's detention facilities.

In late 2015, the Federal Communications Commission (FCC) issued new regulations significantly curtailing the costs charged to inmates or the families of inmates for use of a jail or prison telecommunications system. During 2016, a final rulemaking process was anticipated by the FCC. Ultimately, the FCC passed updated regulations related to telecommunications in detention facilities.

The Committee did not receive an update on this topic in 2019. However, changes in the Sheriff's Office contract for the inmate telephone services will have an impact on this issue. For this reason, this topic should remain on referral to the Committee in 2020.

**Recommendation: REFER to the 2020 PPC (to be scheduled at the request of the Sheriff-Coroner)**

## **6. Racial Justice Task Force Project**

On April 7, 2015, the Board of Supervisors received a letter from the Contra Costa County Racial Justice Coalition requesting review of topics within the local criminal justice system. The Public Protection Committee (the "Committee") generally hears all matters related to public safety within the County.

On July 6, 2015, the Committee initiated discussion regarding this referral and directed staff to research certain items identified in the Coalition's letter to the Board of Supervisors and return to the Committee in September 2015.

On September 14, 2015, the Committee received a comprehensive report from staff on current data related to race in the Contra Costa County criminal justice system, information regarding the County's Workplace

Diversity Training and information regarding diversity and implicit bias trainings and presentations from across the country.

On December 14, 2015, the Committee received an update from the Public Defender, District Attorney and Probation Department on how best to proceed with an update to the Disproportionate Minority Contact (DMC) report completed in 2008. At that time, the concept of establishing a new task force was discussed. The Committee directed the three departments above to provide a written project scope and task force composition to the Committee for final review.

At the November 9, 2015 meeting, the Committee received a brief presentation reintroducing the referral and providing an update on how the DMC report compares with the statistical data presented at the September meeting. Following discussion, the Committee directed staff to return in December 2015 following discussions between the County Probation Officer, District Attorney and Public Defender with thoughts about how to approach a new DMC initiative in the County.

On April 12, 2016, the Board of Supervisors accepted a report and related recommendations from the Committee resulting in the formation of a 17-member Disproportionate Minority Contact Task Force composed of the following:

- County Probation Officer
- Public Defender
- District Attorney
- Sheriff-Coroner
- Health Services Director
- Superior Court representative
- County Police Chief's Association representative
- Mount Diablo Unified School District representative
- Antioch Unified School District representative
- West Contra Costa Unified School District representative
- (5) Community-based organization (CBO) representatives (at least 1 representative from each region of the County and at least one representative from the faith and family community)
- Mental Health representative (not a County employee)
- Public Member – At Large

Subsequently, a seven-week recruitment process was initiated to fill the (5) five CBO representative seats, the (1) one Mental Health representative seat and the (1) one Public Member - At Large seat. The deadline for submissions was June 15, 2016 and the County received a total of 28 applications.

On June 27, 2016, the PPC met to consider making appointments to the (5) five CBO representative seats, the (1) one Mental Health representative seat and the (1) one Public Member - At Large seat. The PPC nominated to following individuals to be considered by the full Board of Supervisors:

- 1.CBO seat 1: Stephanie Medley (RYSE, AB109 CAB) (District I)
- 2.CBO seat 2: Donnell Jones (CCISCO) (District I)
- 3.CBO seat 3: Edith Fajardo (ACCE Institute) (District IV)
- 4.CBO seat 4: My Christian (CCISCO) (District V, but works in District III)
- 5.CBO seat 5: Dennisha Marsh (First Five CCC; City of Pittsburg Community Advisory Council) (District V)
- 6.Mental Health: Christine Gerchow, PhD. (Psychologist, Juvenile Hall-Martinez) (District IV)
- 7.Public (At-Large): Harlan Grossman (Past Chair AB 109 CAB, GARE participant) (District II)



During the meeting, it was noted that Ms. Christine Gerchow had an exceptional background in mental health that would be very beneficial to the Task Force discussions. Ms. Gerchow is a County employee in the Health Services department working in the juvenile hall. In light of Ms. Gerchow's qualifications, the Committee voted to recommend her for appointment to the Mental Health representative seat and request that the full Board remove the requirement that the Mental Health representative not be a County employee. At the conclusion of the meeting, the Committee directed staff to set a special meeting for early August to consider the final composition of the entire 17-member Task Force once all names were received from county departments, school districts, etc. In addition, the Committee recommended changing the title of the Task Force to the "Racial Justice Task Force", which was determined to be more reflective of the current efforts to evaluate racial disparities in the local criminal justice system.

On August 15, 2016, the Committee approved nominations for appointment to the Task Force for consideration by the Board of Supervisors, including a recommendation that the Superior Court designee seat be a non-voting member of the Task Force at the request of the Superior Court.

On September 13, 2016, the Board of Supervisors approved the Task Force. The Task Force will make reports to the Public Protection Committee, as needed, over the course of its work. For this reason, the referral should be continued to the 2019 PPC.

On February 5, 2018, the PPC received an update from the Office of Reentry and Justice on the Racial Justice Task Force.

On June 25, 2018, the PPC received the report "Racial Justice Task Force - Final Report and Recommendations" and recommended it to be adopted by the Board of Supervisors.

On July 24, 2018, the Board of Supervisors adopted the "Racial Justice Task Force--Final Report and Recommendations," with the exclusion of recommendations 18 and 19: (18) Establish an independent grievance process for individuals in custody in County adult detention facilities to report concerns related to conditions of confinement based on gender, race, religion, and national origin. This process shall not operate via the Sheriff's Office or require any review by Sheriff's Office staff, (19) Establish an independent monitoring body to oversee conditions of confinement in County adult detention facilities based on gender, race, religion, and national origin and report back to the Board of Supervisors. The Board also referred to the Public Protection Committee the matter of an Implementation Plan for FY 2018-19 and the structure of an Implementation Oversight body and to take input from the Racial Justice Task Force and the Sheriff's Department on the recommendations regarding the establishment of an independent grievance process and independent monitoring body, to report back to the full Board.

On August 6, 2018, the PPC considered the implementation of recommendations from the Task Force and directed staff to develop a process to identify nominees for appointment to the Racial Justice Oversight Body. During this meeting the PPC also accepted input from the Office of the Sheriff and members of the Task Force regarding the 2 recommendations of the Racial Justice Task Force's Final Report. The Committee directed the Racial Justice Task Force to reconvene to discuss solutions to the conflicts raised by the Sheriff's Office in regards to these two recommendations.

On September 10, 2018, the PPC received an update on the Racial Justice Task Force which summarized the Task Force meeting on September 5, 2018 to consider the 2 recommendations noted above. The Task Force had discussed information regarding other oversight bodies at the County level that were in existence across the state and had compiled a handout that was shared with the Task Force. The Task Force Members felt that there was more information to be considered by the Task Force, and that there would be value in including the Sheriff, or detention facility staff, in future discussions and information sharing prior to this being reconsidered by the Board of Supervisors. The Committee directed the Task Force to continue

to review these recommendations, including meeting with the Sheriff's Office.

On November 5, 2018, the PPC received an update on the on the Racial Justice Task Force's review of the 2 recommendations opposed by the Sheriff's Office. During its October 2018 meeting, the Racial Justice Task Force was given a presentation that provided members of the Task Force with key oversight/monitoring terms, a list of the different forms of monitoring/oversight that occur in detention facilities, descriptions of various law enforcement monitoring/oversight models, and a selection of reasons jurisdictions consider having independent oversight/monitoring.

The Task Force then discussed the creation of the small working group with Sheriff staff, and through this discussion determined they wanted to invite Assistant Sheriff Matthew Schuler to speak with the entire Task Force prior to forming the smaller working group. Because Assistant Sheriff Schuler is the executive administrator assigned to the County's jail, the Task Force believed that this initial discussion with him would help inform the smaller working group's conversation, and how it might approach further consideration of Task Force Recommendations #18 and #19.

On November 13, 2018, PPC interviewed applicants for seven seats for community based representatives on the Racial Justice Oversight Body and recommended appointment to the Board of Supervisors

On December 4, 2018, BOS appointed members to the Racial Justice Oversight Body and accepted an update from the Task Force on recommendations #18 and #19 which stated that the Racial Justice Task Force voted 10-1 at its meeting on November 14, 2018 to withdraw recommendations #18 and #19 from the Final Report, recognizing that there is no legal means by which to establish an independent grievance process for adults in custody in Contra Costa County or to establish an independent monitoring body to oversee conditions of confinement in County adult detention facilities without the cooperation of the Sheriff's Office.

The PPC did not received an update on this issue in 2019. However, the Racial Justice Oversight Body has been working on developing an implementation plan for the Racial Justice Oversight body and would like this issue to remain on referral for future oversight. For this reason, this topic should remain on referral to the Committee in 2020.

**Recommendation: REFER to the 2020 PPC**

## **7. Review of Juvenile Fees assessed by the Probation Department**

On July 19, 2016, the Board of Supervisors referred to the Public Protection Committee a review of fees assessed for services provided while a minor is in the custody of the Probation Department. Welfare and Institutions Code 903 et seq. provides that the County may assess a fee for the provision of services to a minor in the custody of its Probation Department. This referral follows a statewide discussion as to whether or not these fees should be imposed by counties on the parents or legal guardians of minors in the custody of the County.

On September 26, 2016, the Public Protection Committee accepted an introductory report on the issue and voted unanimously to refer the issue to the full Board of Supervisors with two separate options: 1) to adopt a temporary moratorium on the fees and/or 2) refer the issue to the newly formed Racial Justice Task Force for review.

On, October 25, 2016, the Board of Supervisors approved a moratorium on certain juvenile fees and directed staff to further review the assessment of juvenile fees and report back to the Public Protection Committee. Ultimately, the Board directed staff and the Committee to return back to the full Board no later

than May 2017 with a recommendation as to whether or not juvenile fees should be permanently repealed.

In 2017, the Committee received several updates related to the repeal of certain juvenile fees assessed by the County via the Probation Department. Ultimately, the Committee recommended and the Board approved the full repeal of juvenile cost of care fees at the Juvenile Hall and the Orin Allen Youth Rehabilitation Facility. The Juvenile Electronic Monitoring (JEM) fee was also repealed. The Committee also discussed a process by which to refund overpayments made by the guardians of juveniles previously in the custody of the Probation Department and forwarded the issue to the Board on December 12, 2017. On December 12, 2017, the Board of Supervisors authorized a refund process to be commenced by the Probation Department, including the notification of impacted individuals and those that may have been impacted.

On April 12, 2018, the Committee received an update on Juvenile Electronic Monitoring fees and the refunding of Juvenile Cost of Care Fees.

The PPC did not receive an update on this topic in 2019, but would like the issue to remain on referral to the PPC for future oversight.

**Recommendation: REFER to the 2020 PPC**

## **8. County Law Enforcement Participation and Interaction with Federal Immigration Authorities**

On February 7, 2017, the Board of Supervisors referred this issue to the Committee for review. Specifically, there has been growing public concern around the county, especially among immigrant communities, about the nature of local law enforcement interaction with federal immigration authorities. This concern has been increasing due to the current political environment and has impacted the willingness of residents of immigrant communities to access certain health and social services provided by community-based organizations. For example, the Executive Director of Early Childhood Mental Health has reported that a number of Latino families have canceled mental health appointments for their children due to concerns over being deported.

The Committee introduced this item at the March 6, 2017 meeting and provided direction to staff, including to continue monitoring Senate Bill 54 (De Leon), which was ultimately passed by the Legislature and signed into law by Governor Brown, tracking relevant court cases involving the current federal immigration policies and practices and to return with information regarding the Sheriff's contract to house federal detainees in County detention facilities, including Immigration and Customs Enforcement (ICE) detainees.

At the November 2017 meeting, the Committee received an update on this issue, including the status of current litigation across the country regarding immigration policy and a briefing on the final version of SB 54 (De Leon). County Counsel provided an analysis of policies of the Sheriff's Office and Probation Department showing against the future requirements of SB 54 to become effective January 1, 2018. The Committee directed staff to schedule a special meeting for December 2017 to continue this discussion in advance of the effective date of SB 54 to ensure that the County is in compliance by that time.

On February 5, 2018, staff updated the Committee on various litigation related to immigration across the nation and reported on the County's compliance with SB 54 following the January 1, 2018 effective date. In addition, staff reported that the U.S. Department of Justice appears to be satisfied with the County's revised immigration policy in the Sheriff's Office, which strikes a balance with complying with both federal and state law. Also, the Public Defender's Office provided an update on efforts to launch the County's Stand Together Contra Costa program, which provide various services to undocumented residents in the County seeking assistance. Following discussion, the Committee directed staff to return to return to the next

meeting with information related to the public forum required under the TRUTH Act and a litigation update.

On April 12, 2018, staff provided an update regarding the TRUTH Act community forum determination process. In addition, the Committee directed County Counsel to review a letter submitted by the Asian Law Caucus to Sheriff David Livingston on the evening prior to the meeting regarding the Sheriff's Immigration Status Policy.

On May 23, 2018, staff provided an update regarding the due diligence process undertaken to determine whether or not the County was required to hold a TRUTH Act community forum. Staff informed the Committee that, based on responses from County department heads, it is necessary to hold a community forum and the forum had been scheduled for Tuesday, July 24, 2018 at 2:00PM.

On June 25, 2018, staff provided an update on the TRUTH Act community forum, specifically with regard to the format. In addition, County Counsel updated the Committee on the various litigation items still outstanding throughout the country related to immigration.

On August 6, 2018, staff provided a follow up on the TRUTH Act community forum, including the request of the Sheriff's Office to provide further details on the 63 individuals that the U.S. Immigration and Customs Enforcement (ICE) was provided information about. Staff also provided additional detail about the types of exempt offenses that would allow local law enforcement to provide information about an individual to ICE. County Counsel updated the Committee on the various litigation items still outstanding throughout the country related to immigration.

At the September and November meetings, County Counsel provided updates on various litigation items still outstanding throughout the county related to immigration.

The PPC did not receive an update on this topic in 2019, but would like the issue to remain on referral to the PPC for future oversight.

**Recommendation: REFER to the 2020 PPC**

## **9. Juvenile Justice Coordinating Council**

On February 13, 2018, the Board of Supervisors referred to the Committee a review of the production of the County's Multi-Agency Juvenile Justice Plan. The plan is due to the state on May 1 of each year, as a condition of Contra Costa's annual funding through the Juvenile Justice Crime Prevention Act (JJCPA) and Youthful Offender Block Grant (YOBG). For Contra Costa County, this amounts to over \$8 million in annual funding specifically for juvenile justice activities.

In 2018, the Committee accepted an introductory report on the County's Multi-Agency Juvenile Justice Plan and the Juvenile Justice Coordinating Council and a summary of the Juvenile Justice Commission (JJC), the Delinquency Prevention Commission (DPC) and the Juvenile Justice Coordinating Council (JJCC). During the October 2018 meeting, the Committee noted that the County has two advisory bodies that are charged with similar duties, specifically, the Delinquency Prevention Commission and the Juvenile Justice Coordinating Council, and directed staff to return to the Board of Supervisors to combine the functions of the DPC and JJCC. Also during the October 2018 meeting, the committee reviewed the composition of the JJCC and recommended that the JJCC consist of the following:

- Chief Probation Officer,
- District Attorney's Office representative,

- Public Defender's Office representative,
- Sheriff's Office representative,
- Board of Supervisors representative,
- Employment and Human Services Department representative,
- Behavior Health representative,
- County Alcohol and Drugs representative,
- City Police Department Representative,
- County Office of Education or a school district representative,
- County Public Health representative, and
- Eight community-based seats, including a minimum of two representing youth-serving community-based organizations and two youth-aged community representatives (14-21 years old).

On December 4, 2018, the Board of Supervisors introduced Ordinance 2018-30 to dissolve the Delinquency Prevention Commission, adopted Resolution 2018/597 to add seats and duties to Juvenile Justice Coordinating Council, and terminated the referral to the Committee on this topic. On December 18, 2018, Ordinance 2018-30 was adopted.

On March 11, 2019, the Committee accepted a report on the County's Multi-Agency Juvenile Justice Plan and provided direction on the recruitment process for the community-based-organization and public member seats on the JJCC. These vacant seats include three (3) At-Large Community Representatives and two (2) At-Large Youth Representatives. On June 3, 2019 the PPC considered the applications and interviewed the 21 applicants for the vacant seats on the JJCC. After the interviews, the PPC members recommended 6 individuals be appointed to the JJCC by the Board of Supervisors. Given the exceptionally high level of interest and quality of applicants, at the conclusion of the interview process, the PPC indicated a recruitment process would be conducted in the near future to fill two (2) seats for representatives from nonprofit community-based organizations (CBO).

At the July 1, 2019 PPC meeting, the Committee approved the recruitment schedule to fill two vacancies of the CBO seats on the JJCC. On September 30, 2019, the PPC considered 9 applicants and recommended 2 individuals to be appointed to the JJCC by the Board of Supervisors.

**Recommendation: REFER to the 2020 PPC**

## **10. Review of Banning Gun Shows at the County Fairgrounds**

On October 9, 2018, the Board of Supervisors referred to the Public Protection Committee the topic of banning gun shows at the Contra Costa County Fairgrounds and a review of regulations governing the purchase and sale of guns at gun shows.

On November 5, 2018, the Committee received an introduction to the referral and directed staff to forward to the full Board of Supervisors a letter to the Board of the Contra Costa County Fairgrounds outlining the County's concerns of hosting gun shows at the fairgrounds, including a request to ban gun shows at the fairgrounds.

On December 4, 2018, the Board of Supervisors authorized Chair of the Board of Supervisors to sign a letter to the 23rd Agricultural Association to convey the Contra Costa County Board of Supervisors' support of a policy prohibiting the possession and sale of firearms on the Contra Costa County Fairgrounds.

On March 11, 2019, the Committee accepted an update on the Board of Supervisor's letter requesting the Contra Costa County Fairgrounds to ban gun shows. The update included a discussion on the January 9, 2019 meeting of the Board of Directors of the 23rd District Agricultural Association (DAA) where the Board of Directors reviewed and discussed the letter from the County Board of Supervisors. The 23rd DAA Board approved a motion to continue gun shows at the Fairgrounds.

**Recommendation: TERMINATE referral**

## **11. Review of Adult Criminal Justice Fees**

On February 26, 2019, the Board of Supervisors referred to the Public Protection Committee the topic of criminal justice system fees charged to individuals and a review the current programs, policies and practices related to criminal justice fees. On April 1, 2019, the Committee received an introductory report on the issue of certain fees assessed by the County related to the criminal justice system.

On April 1, 2019, the Public Protection Committee considered an introductory report on the issue of criminal justice fees assessed in the County. During that meeting, it was noted that momentum to end criminal fees is growing in the state and individual counties have begun to view criminal justice fees as ineffective and have taken steps to eliminate them. In 2017, the County of Los Angeles eliminated its public defender registration fee. In May 2018, San Francisco eliminated all criminal administrative fees under its control. In December 2018, the Alameda County Board of Supervisors voted to eliminate a host of county-imposed criminal fees. The board voted to eliminate \$26,000,000 in fees for tens of thousands of Alameda County residents.

With the passage of Senate Bill 190 in 2017, the State of California eliminated juvenile justice fees in all counties. In January 2019, Senate Bill (SB) 144 was introduced by Sen. Holly Mitchell and would state the intent of the Legislature to enact legislation to eliminate the range of administrative fees that agencies and courts are authorized to impose to fund elements of the criminal legal system, and to eliminate all outstanding debt incurred as a result of the imposition of administrative fees. At the time of the April PPC meeting there had been discussion at the state level about the proposed elimination of specific fees – the probation fee, the public defender fee, and work furlough fee.

Also during the April PPC, general arguments in favor or against continuing criminal justice fees were discussed. It was also noted that analysis of adult criminal justice fees had proven to be complicated. State law dictates a very complex process for the distribution of fine and fee revenue. Per a recent Legislative Analyst's Office report, state law currently contains at least 215 distinct code sections specifying how individual fines and fees are to be distributed to state and local funds, including additional requirements for when payments are not made in full.

The report provided at the April PPC meeting focused on those fees that had been positively identified as being local and discretionary fees (i.e. not mandated by California law), specifically Probation Fees, Public Defender Fees, and Sheriff Custody Alternative Facility Fees. Further research and analysis will be needed on other fines and fees collected by the Contra Costa Superior Court of California (Court) and remitted to the County. The April staff report also included information on Probation, Public Defender, and work furlough fees, discussion on the ability to pay process and collections.

On July 1, 2019, the Public Protection Committee accepted a follow-up report on this issue which included a review of a wider range of criminal justice fees, including those that are mandated by state legislation. This update included the following information on criminal justice fees and SB 144. During the July meeting, the PPC considered a number of concerns revolving around adult criminal justice fees, including significant concern brought up regarding the ability-to-pay process. The majority of criminal fees

include provisions that allow for either a waiver or reduction of the fee based on one's ability to pay. The PPC voted unanimously to refer to the full Board of Supervisors a temporary moratorium on the assessment and collection of criminal justice fees currently authorized by the Contra Costa County Board of Supervisors.

On September 17, 2019, the Board of Supervisors considered adopting Resolution No. 2019/522 to place a moratorium on the assessment and collection of certain criminal justice fees. The Board of Supervisors approved the moratorium and directed the PPC to gather additional data about criminal justice fees in Contra Costa County and to return to the Board of Supervisors before the end of the calendar year. Following the adoption of the moratorium by the Board of Supervisors, the County Administrator's Office had notified the Sheriff's Office, the Probation Department, and the Superior Court of this moratorium on the assessment and collection of the applicable criminal justice fees.

On September 30, 2019, the Public Protection Committee accepted an update on the implementation of the moratorium on the collection of adult criminal justice fee. The Committee directed staff to assemble a small work group to identify and provide to the Committee any additional available and relevant data.

On November 4, 2019, the Committee was updated on the progress the workgroup had made. This update included information on the San Francisco Financial Justice Project, the ability-to-pay process of Probation and the Sheriff's Office, local data on race/income, pending data collection efforts, and an update on the Superior Court implementation of the moratorium. The Committee also discussed Additionally, Reentry Solutions Group provided a Report on Criminal Justice Fees in Contra Costa which provides additional information on the San Francisco Financial Justice Project, the local research process, and local/national research.

On December 2, 2019, PPC accepted an update on the implementation of the moratorium on the collection and assessment of certain criminal justice fees assessed by the County and directed staff to return to the Board of Supervisors to provide the Summary Report on criminal justice fees and authorize the County Administrator's Office to request the Superior Court to incur the necessary expenses to implement the moratorium.

**Recommendation: REFER to the 2020 PPC**

## **12. Racial Equity Action Plan**

At its November 19, 2019 meeting, the Board of Supervisors referred the matter of a Draft Racial Equity Action Plan (REAP) to the Public Protection Committee for their consideration and action.

On December 2, 2019, the PPC received an introductory report on the REAP. Contra Costa County staff in a variety of departments have participated in the Government Alliance on Race and Equity (GARE) since 2016, working to develop and achieve racial equity outcomes in Contra Costa County. Racial equity means we eliminate racial disproportionalities so that race can no longer be used to predict success, and we increase the success of all communities. Advancing racial equity is to our collective benefit.

GARE is a national network of governments working to achieve racial equity and advance opportunities for all. GARE is supported by the Center for Social Inclusion, Race Forward, and funded by the California Endowment/Building Healthy Communities, with technical assistance and academic research from the Haas Institute for a Fair and Inclusive Society and members of GARE's Technical Assistance Advisory Group. GARE was launched by the Haas Institute for a Fair and Inclusive Society at the University of California Berkeley in early 2014.

Government agencies participating in GARE were required to establish a "cohort" of six to 15 individuals, which was ideally comprised of staff and leadership committed to advancing racial equity. The cohorts participated in a year-long training of monthly sessions that included skill building and strategy development, an "Advancing Racial Equity" speaker series, and peer-to-peer networking and problem solving opportunities.

As a result of participation in the GARE cohort, each jurisdiction received tools and resources including: a racial equity training curriculum; a Racial Equity Tool to be used in policy, practice, program and budget decisions; example policies and practices that help advance racial equity; and a Racial Equity Action Plan template/framework, and development support. Implementation of these tools and resources varied, depending on the opportunities and resources within individual organizations. Technical assistance was generously provided to Contra Costa County by Philip Arnold, community advocate and leader; Dwayne Marsh, Vice President of Institutional and Sectoral Change, Race Forward; and Leslie Zeitler, California GARE Project Manager, Race Forward.

Contra Costa County's participation in GARE has resulted in the following initiatives: 1. A Draft "Office of Human Rights & Equity" proposal, from the 2016 GARE Cohort; 2. A Resolution adopted by the Board of Supervisors affirming the County's "Commitment to Racial Equity, Diversity, and the GARE Initiative." (Nov. 14, 2017, C. 15); 3. Development and implementation of Implicit Bias and Procedural Justice training programs in the County; 4. Participation by Contra Costa County in "United Against Hate Week" in 2018 and 2019; 5. Development of a Contra Costa County Position Statement on Racism, offered to the Board of Supervisors from the 2017 GARE Cohort; 6. Development of a Draft Racial Equity Action Plan.

The REAP was developed by GARE Cohort participants, other County staff, and assembled by the staff of the Office of Reentry & Justice (ORJ). GARE Cohort participants from 2016, 2017, and 2018 were invited by the ORJ to form a "Racial Equity Action Leadership (REAL)" Team, to assist in the drafting of the REAP, utilizing the template provided by GARE.

The Draft REAP was offered as a framework to continue to advance the development and maintenance of the necessary County infrastructure, policy and resources to ensure racial equity and immigrant inclusion. The Draft REAP recognized the community engagement process required to inform the infrastructure, policy, and resources, which must be conducted in order for the Board of Supervisors to adopt a Racial Equity Action Plan by 2021. ORJ staff is in the process of identifying resources to translate the Draft REAP into multiple languages for greater language accessibility.

The PPC directed staff to continue to work on the REAP by seeking input from the Racial Justice Oversight Body a working with the County Administrator's Office on the financial impact and other potential issues.

During the December meeting, PPC also received a presentation on Contra Costa County - A Place to Thrive. Part of the discussion on the Racial Equity Action Plan, involves looking at local efforts, such as Contra Costa County - A Place to Thrive, to promote immigration inclusion. The Zellerbach Family Foundation commissioned a research brief to inform their investments in support of a stronger Contra Costa County. This research featured demographics and the economic contributions of New Americans in Contra Costa County and was launched at a cross-sector event on June 19, 2019 cosponsored by: the Y&H Soda Foundation, the Contra Costa Community Colleges District, New American Workforce (a nonprofit that partners with businesses to support immigrant inclusion), The Family Justice Center, First Five of Contra Costa County and Stand Together Contra Costa County. Following up on recommendations made during the launch, County and community leaders came together for a community strategy session on October 2, 2019 to learn about: local government and community collaborations supporting immigrant inclusion and equity; and existing efforts in Contra Costa County. The PPC recommended staff to work with the County Administrator's Office to request approval to apply for the grant.



**Recommendation: REFER to the 2020 PPC**

**LIST OF ITEMS TO BE REFERRED TO THE  
2020 PUBLIC PROTECTION COMMITTEE**

- Welfare fraud investigation and prosecution
- Multilingual capabilities of the telephone emergency notification system/Community Warning System Contracts
- County support and coordination of non-profit organization resources to provide re-entry services and implementation of AB109 public safety realignment
- Inmate Welfare Fund/Telecommunications/Visitation Issues
- Opportunities to improve coordination of response to disasters and other public emergencies
- Racial Justice Oversight Body Implementation
- Review of juvenile fees assessed by the Probation Department
- County Law Enforcement Participation and Interaction with Federal Immigration Authorities
- Update on the Juvenile Justice Coordinating Council
- Review on Adult Criminal Justice Fees
- Racial Equity Action Plan

**CONSEQUENCE OF NEGATIVE ACTION:**

The Board of Supervisors will not receive the annual report from the 2019 Public Protection Committee.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: February 11, 2020

Subject: Proposed Changes to the Medical Staff Bylaws and Rules and Regulations

---

**RECOMMENDATION(S):**

APPROVE the attached changes to the Medical Staff Bylaws and Rules and Regulations, as recommended by the Medical Executive Committee, the Joint Conference Committee and Health Services Director.

**FISCAL IMPACT:**

There is no fiscal impact for this action.

**BACKGROUND:**

Approval of the revisions to the Medical Staff Bylaws will bring them into compliance and consistency with current regulations and practices in relation to electronic medical records and hospital committee work.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Medical Staff will have to use Medical Staff Bylaws and Rules and Regulations that are outdated.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Japreet Benepal,  
925-370-5101

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

By: , Deputy

cc: Sue Pfister, Marcy Wilhelm

ATTACHMENTS

Bylaws (Clean)

Bylaws  
(redlined)



**Contra Costa Regional Medical Center  
& Health Centers**

**Medical Staff Bylaws**

**Rules & Regulations**

**2020**

# Contents

---

- DEFINITIONS ..... 1**
- ARTICLE 1 ..... 3**
- NAME AND PURPOSES ..... 3**
- ARTICLE 2 ..... 3**
- MEMBERSHIP ..... 3**
  - 2.1 Nature of Membership.....3
  - 2.2 Eligibility and Qualifications for Membership.....3
  - 2.4 Waiver of Qualifications.....5
  - 2.5 Membership Requirements .....5
  - 2.6 Effect of Other Affiliations .....5
  - 2.7 Nondiscrimination.....5
  - 2.8 General Responsibilities of Medical Staff Membership.....5
  - 2.9 Professional Conduct.....6
- ARTICLE 3 ..... 8**
- CATEGORIES OF THE MEDICAL STAFF ..... 8**
  - 3.1 Categories.....8
- ARTICLE 4 ..... 15**
- ALLIED HEALTH PRACTITIONERS .....15**
  - 4.1 Definitions .....15
  - 4.2 Categories of AHPs Eligible to Apply for AHP Clinical Privileges or Services .....16
  - Authorizations and Rules regarding them.....16
  - 4.3 Eligibility and General Qualifications .....16
  - 4.4 Specific Qualifications .....17
  - 4.5 Waiver of Qualifications .....17
  - 4.6 Prerogatives .....18
  - 4.7 Responsibilities.....18
  - 4.8 Procedure for Granting Initial and Renewal Services Authorizations.....18

- 4.9 Termination, Suspension, or Restriction of Service Authorizations .....18
- ARTICLE 5 ..... 19**
- PROCEDURES FOR APPOINTMENT AND REAPPOINTMENT .....19**
  - 5.1 General.....19
  - 5.2 Applicant’s Burden.....19
  - 5.3 Applicant for Initial Appointment and Reappointment for Medical Staff Membership.....19
  - 5.4 Basis for Appointment and Reappointment to the Medical Staff.....20
  - 5.5 Application Procedure.....20
  - 5.6 Reappointment and Requests for Modifications of Staff Status or Privileges .....28
  - 5.7 Leave of Absence from the Medical Staff .....29
  - 5.8 Waiting Period after Adverse Action .....30
  - 5.9 Confidentiality and Impartiality.....30
- ARTICLE 6 ..... 31**
- PRIVILEGES .....31**
  - 6.1 Exercise of Privileges .....31
  - 6.2 Delineation of Privileges in General.....31
  - 6.3 Non-licensed Resident Physicians .....32
  - 6.4 Temporary Privileges .....32
  - 6.5 Emergency Privileges .....34
  - 6.6 Focused Professional Practice Evaluation (FPPE) .....35
  - 6.7 Disaster Privileges .....36
- ARTICLE 7 ..... 38**
- GENERAL MEDICAL STAFF OFFICERS .....38**
  - 7.1 Identification.....38
  - 7.2 Qualifications .....38
  - 7.3 Attainment of Office.....38

|                                       |  |           |
|---------------------------------------|--|-----------|
| 7.4                                   | Vacancies .....  | 39        |
| 7.5                                   | Resignation and Removal from Office...                     | 40        |
| 7.6                                   | Duties of General Staff Officers .....                     | 40        |
| <b>ARTICLE 8 .....</b>                |  | <b>41</b> |
| <b>DEPARTMENT AND DIVISIONS .....</b> |  | <b>41</b> |
| 8.1                                   | Organization of Departments .....                          | 41        |
| 8.2                                   | Assignment to Departments .....                            | 42        |
| 8.3                                   | Functions of Departments .....                             | 42        |
| 8.4                                   | Department Heads .....                                     | 43        |
| 8.5                                   | Election of Department Heads.....                          | 44        |
| 8.6                                   | Functions of Divisions.....                                | 46        |
| 8.7                                   | Division Heads.....  | 46        |
| 8.8                                   | Election of Division Heads .....                           | 46        |
| <b>ARTICLE 9 .....</b>                |  | <b>49</b> |
| <b>COMMITTEES .....</b>               |  | <b>49</b> |
| 9.1                                   | General Provisions .....                                   | 49        |
| 9.2                                   | Medical Executive Committee .....                          | 50        |
| 9.3                                   | Committees .....   | 51        |
| <b>ARTICLE 10 .....</b>               |  | <b>65</b> |
| <b>MEETINGS .....</b>                 |  | <b>65</b> |
| 10.1                                  | Medical Staff Meetings .....                               | 65        |
| 10.2                                  | Clinical Department and Committee Meetings.....            | 65        |
| 10.3                                  | Quorum.....  | 65        |
| 10.4                                  | Manner of Action .....                                     | 66        |
| 10.5                                  | Notice of Meetings.....                                    | 66        |
| 10.6                                  | Minutes .....  | 66        |
| 10.7                                  | Agenda .....   | 66        |
| 10.8                                  | Attendance Requirements .....                              | 67        |
| 10.9                                  | Conduct of Meetings .....                                  | 67        |
| <b>ARTICLE 11 .....</b>               |  | <b>67</b> |
| <b>CORRECTIVE ACTION .....</b>        |  | <b>67</b> |
| 11.1                                  | Corrective Action.....                                     | 67        |
| 11.2                                  | Summary Restriction of Suspension .....                    | 69        |
| 11.3                                  | Grounds for Automatic Suspensions and/or Restrictions..... | 70        |

|   |   |           |
|---|---|-----------|
| <b>ARTICLE 12 .....</b>                                 | <b>73</b>   |           |
| <b>HEARING AND APPELLATE REVIEWS .....</b>              | <b>73</b>   |           |
| 12.1  | Grounds for Hearing .....   | 73        |
| 12.2  | Exhaustion of Remedies .....  | 73        |
| 12.3  | Requests for Hearing .....  | 73        |
| 12.4  | Hearing Procedure .....   | 75        |
| 12.5  | Appeals.....  | 78        |
| 12.6  | Exceptions to Hearing Rights .....  | 80        |
| <b>ARTICLE 13 .....</b>                                 |   | <b>81</b> |
| <b>CONFIDENTIALITY .....</b>                            |   | <b>81</b> |
| 13.1  | General.....  | 81        |
| 13.2  | Breach of Confidentiality .....   | 81        |
| 13.3  | Protection .....  | 81        |
| 13.4  | Access by Persons or Agencies Outside the Jurisdiction of the Hospital.....   | 82        |
| 13.5  | Access by Persons within the Jurisdiction of the Hospital .....   | 83        |
| <b>ARTICLE 14 .....</b>                                 |   | <b>85</b> |
| <b>GENERAL PROVISIONS .....</b>                         |   | <b>85</b> |
| 14.1  | Rules and Regulations .....   | 85        |
| 14.2  | Dues or Assessments .....   | 85        |
| 14.3  | Construction of Terms and Headings .....  | 85        |
| 14.4  | Authority to Act .....  | 85        |
| 14.5  | Division of Fees .....  | 85        |
| 14.6  | Special Notices.....  | 85        |
| 14.7  | Requirements for Elections of Medical Staff President, Department Heads, Division Heads and for Bylaws Amendments ..... | 86        |
| 14.8  | Disclosure of Interest. ....  | 86        |
| 14.9  | Authorization, Immunity, and Releases .....   | 87        |
| 14.10   | Standards for History and Physical Examination .....  | 87        |
| <b>ARTICLE 15 .....</b>                                 |   | <b>88</b> |
| <b>ADOPTION AND AMENDMENT OF BYLAWS AND RULES .....</b> |   | <b>88</b> |
| 15.1  | Annual Review. ....   | 88        |
| 15.2  | Procedure. ....   | 88        |

|      |                           |    |
|------|---------------------------|----|
| 15.3 | Medical Staff Action..... | 88 |
| 15.4 | Approval.....             | 88 |
| 15.5 | Exclusivity.....          | 89 |

**RULES AND REGULATIONS..... 90**

|           |   |           |
|-----------|---|-----------|
| <b>1.</b> | <b>General Rules .....</b>  | <b>90</b> |
| A.        | Admissions.....   | 90        |
| B.        | Continuous Responsibility for Patients ..   | 90        |
| 1.        | Inpatient.....  | 90        |
| 2.        | Outpatient .....  | 90        |
| C.        | Medical Records.....  | 90        |
| 1.        | General Provisions .....  | 90        |
| 2.        | Completion of Records.....  | 91        |
| a.        | Inpatient Records .....   | 91        |
| 3.        | Delinquency.....  | 93        |
| 4.        | Disciplinary Proceedings .....  | 94        |
| 5.        | Outpatient Records.. <b>Error! Bookmark not defined.</b>                                      |           |
| 6.        | Outpatient notes should contain the following elements:.. <b>Error! Bookmark not defined.</b> |           |
| D.        | Medical Orders .....  | 94        |
| 1.        | Inpatient.....  | 94        |
| 2.        | Outpatient .....  | 95        |
| E.        | CPR.....  | 95        |
| F.        | Disaster Assignments: Refer to Hospital Disaster Plan .....                                   | 95        |
| G.        | Consultation Policy.....  | 95        |
| H.        | Operating Room Policies.....  | 96        |
| 1.        | Consents: .....   | 96        |
| 2.        | Prompt attendance of surgeon and attendants:.....   | 96        |
| I.        | Supervision of House Staff.....   | 96        |
| J.        | On-Call Response Time.....  | 97        |
| K.        | Processing and Delivery of Ordered Blood Products.....  | 97        |
| L.        | Collection and Expenditures of Medical Staff Funds .....                                      | 98        |
| 1.        | Application Fees .....  | 98        |
| 2.        | Medical Staff Dues .....  | 98        |
| 3.        | Reappointment Late Processing Fees .....  | 98        |
| 4.        | Expenditure of Funds .....  | 99        |
| M.        | Medical Staff Evaluation and Development .....  | 99        |
| N.        | Other Policy Manuals .....  | 100       |

## Definitions

The following definitions apply to these Medical Staff Bylaws:

1. Administrator means the Chief Executive Officer of Contra Costa Regional Medical Center and Health Centers and her/his designee.
2. Chief Resident means the resident physician chosen by the residents to represent them.
3. Allied Health Practitioners (AHP) are those non-Medical Staff member practitioners described in Article 4 below.
4. Clinical Privileges or Privileges means permission, granted by this Medical Staff to members of the Medical Staff, to provide specific diagnostic, therapeutic, medical, dental, podiatric, surgical, psychiatric or psychology services.
5. AHP Clinical Privileges or Service Authorizations means permission granted by the Governing Body, upon the recommendation of the Interdisciplinary Practice Committee and the Medical Staff, to provide diagnostic and therapeutic services within the scope of the AHP's training and expertise.
6. County means County of Contra Costa, California.
7. Department or Clinical Department means a clinical structure of the Medical Staff as further identified in these Bylaws.
8. Department Head means the practitioner elected or appointed, pursuant to these Bylaws to be responsible for the function of a Clinical Department.
9. Medical Director of Contra Costa Regional Medical Center, also referred to simply as the Medical Director, means the physician appointed by the Administrator to oversee clinical activities of the hospital.
10. Chief Medical Officer of the Health Services Department means the physician appointed by the Director of the Health Services Department to oversee the clinical activities of the Health Services Department.
11. Ex-officio means service as a member of a body by virtue of an office or positions held and, unless expressly provided, without voting rights.
12. Governing Body means the County Board of Supervisors.
13. Hospital or Medical Center means the Contra Costa Regional Medical Center and Health Centers.
14. Health Centers means the outpatient clinical facilities operated by the County where the Members of this Medical Staff provide patient care.
15. Medical Staff Year means the twelve (12)-month period commencing on the first of July of each year and ending on the thirtieth (30<sup>th</sup>) of June of the following year.
16. Member or Medical Staff Member means any Practitioner or Resident who has been appointed to the Medical Staff pursuant to these Bylaws.
17. Member in Good Standing means a Member of the Medical Staff who is not under a suspension.
18. Physician means an individual with a M.D. or D.O. degree who is currently licensed to practice medicine in the State of California.



19. Practitioner means a physician, dentist, clinical psychologist, or podiatrist who is currently licensed by the State of California to provide patient care services.
20. Residency Director means the physician who directs the postgraduate Family Medicine training program sponsored by Contra Costa Health Services.
21. Resident means a physician in training who is participating in a residency program approved by the Accreditation Council for Graduate Medical Education (ACGME).
22. Rules or Rules and Regulations mean the Medical Staff Rules and Regulations that are contained under separate cover and are adopted to the Bylaws.

# ARTICLE 1

## NAME AND PURPOSES

- 1.1 The name of this organization is the Medical Staff of the Contra Costa Regional Medical Center and Health Centers.
- 1.2 The Medical Staff purposes are:
  - 1) To assure that all patients treated by any of its members receive the best possible care.
  - 2) To provide for professional performance that is consistent with the mission and goals of Contra Costa Health Services.
  - 3) To maintain Rules for the Medical Staff to carry out its responsibilities for the professional work performed in the Hospital and Health Centers.
  - 4) To provide a means for the Medical Staff, Governing Body and Hospital Administration to discuss issues of mutual concern.
  - 5) To provide for accountability of the Medical Staff to the Governing Body.

# ARTICLE 2

## MEMBERSHIP

### 2.1 Nature of Membership

Appointment to the Medical Staff shall confer only such Privileges and Prerogatives as have been granted by the Governing Body in accordance with these Bylaws. Only Members of the Medical Staff or Allied Health Professionals as defined in article 4 may care for patients in our Hospital and Health Centers.

### 2.2 Eligibility and Qualifications for Membership

#### 2.2.1 General Qualifications

Membership on the Medical Staff and Privileges shall be extended only to Practitioners who are professionally and ethically competent and continuously meet the qualifications, standards, and requirements set forth in these Bylaws, Rules and Regulations, and Medical Staff Policies.

Except for Honorary, Resident and Administrative membership, only physicians, dentists, podiatrists and clinical psychologists who:

- A. Document current, valid, unrestricted licensure; adequate experience, education and training; professional and ethical competence; good judgment; adequate physical and mental health status; and current eligibility to participate in Medicare, Medicaid or other federally-sponsored health care programs; and who
- B. Abide by the ethics of their profession; work cooperatively with others; maintain confidentiality as required by law; and will participate in and discharge their

responsibilities as required by the Medical Staff shall be deemed to possess the basic qualifications and eligibility for membership on the Medical Staff.

#### 2.2.2 Specific Qualifications:

To be eligible and qualified for Medical Staff Membership and Privileges, the Practitioner must meet the basic standards outlined in 'Eligibility and General Qualifications,' and these Specific Qualifications:

No record of criminal conviction of Medicare, Medicaid, or insurance fraud and abuse, payment of civil money penalties for same, or exclusion from such programs. No record of denial, revocation, relinquishment or termination of appointment or clinical privileges at any hospital for reasons related to professional competence or conduct.

Physicians seeking membership privileges or reappointment must have satisfactorily completed an approved postgraduate residency training program. An approved postgraduate residency training program is a program approved by the Accreditation Council for Graduate Medical Education (ACGME).

**Resident Physicians.** To become a member of the medical staff a Resident Physician must have a valid M.D. or D.O. degree or equivalent degree. The applicant must have been accepted for training by a residency program affiliated with the Hospital and must be a member in good standing of the residency. A Resident Physician must obtain a Postgraduate Training License (PTL) from the Medical Board of California within 180 days of starting training. The Resident Physician must maintain that PTL throughout their training. A licensed physician member of the Medical Staff must supervise any patient care in which the resident is involved.

**Controlled Substance Prescriber.** Practitioner members on the Medical Staff must have a current, valid, unrestricted Federal DEA number/registration if prescribing controlled substances.

**Dentists.** An applicant for dental membership on the Medical Staff must have a DDS or equivalent degree. The Practitioner must have a current, valid, unrestricted license to practice dentistry issued by California Board of Dental Examiners.

**Podiatrists.** An application for Podiatric Membership in the Medical Staff must have a D.P.M. or equivalent degree. The Practitioner must have a current, valid, unrestricted license to practice podiatry issued by the California Board of Podiatric Medicine.

**Clinical Psychologists.** An applicant for Clinical Psychologist Membership on the Medical Staff must have a doctorate degree in psychology. The Practitioner must have a current, valid, unrestricted license to practice clinical psychology issued by the California Board of Psychology.

## **2.4 Waiver of Qualifications**

The Credentials Committee may recommend that certain eligibility criteria be waived by the Medical Executive Committee (MEC.) The Practitioner must demonstrate that he or she has the equivalent qualifications or that exceptional circumstances exist which warrant granting the waiver. The Practitioner has no right to have his or her waiver request considered or granted and denial of a waiver confers no right to a hearing or appellate review.

## **2.5 Membership Requirements**

An applicant for Membership appointment or reappointment on the Medical Staff must document his or her adequate experience, education, and training in the requested Privileges. The applicant must demonstrate current professional competence and good judgment in the use of such Privileges. The applicant must demonstrate his or her ability to exercise such Privileges for quality patient care at a level recognized as appropriate to a similar professional within the community. The MEC must determine that the applicant adheres to the lawful ethics of his or her profession; is able to work cooperatively with others in the Hospital so as not to adversely affect patient care or Hospital operations; and is willing and able to participate in and properly discharge Medical Staff responsibilities as describes in these Bylaws, the Rule and Regulations and applicable Medical Staff Policy.

## **2.6 Effect of Other Affiliations**

No Practitioner is entitled to Medical Staff Membership merely because he or she holds a certain degree, is licensed to practice medicine in this or in any other state, is a member of any professional organization, is certified by any clinical board, or because he or she had, or presently has, Medical Staff Membership or Privileges at another health care facility.

## **2.7 Nondiscrimination**

No person in the Medical Staff or seeking admission thereto shall be appointed, promoted, disciplined, reduced, removed or in any way favored, disfavored, or discriminated on the basis of political or religious or union activities, age, gender, sexual orientation, race, religion, color, national origin, physical or mental impairment, marital status or disability that does not pose a threat to the quality of patient care or substantially impair the ability to fulfill required staff obligations.

## **2.8 General Responsibilities of Medical Staff Membership**

Each Medical Staff Member or Allied Health Professional exercising Privileges in the Hospital and Health Centers shall continuously meet all of the following responsibilities:

2.8.1 Provide his or her patients with care meeting the professional standards of the Medical Staff of this Hospital.

2.8.2 Abide by the Medical Staff Bylaws and the Rules and all other lawful standards, policies, and rules of the Medical Staff and the Hospital.

- 2.8.3 Abide by all applicable laws and regulations of governmental agencies and comply with applicable standards of The Joint Commission (TJC).
- 2.8.4 Discharge such Medical Staff, department, division, committee, and service functions for which he or she is responsible by appointment, election, or otherwise.
- 2.8.5 Prepare and complete in a timely manner the Medical and the required records for all patients to whom the Practitioner in any way provides services to the Hospital.
- 2.8.6 Abide by the ethical principles of his or her profession.
- 2.8.7 Work cooperatively with other Medical Staff Members, nurses, administrators, and other members of the health care team so as not to adversely affect patient care.
- 2.8.8 Participate in educational programs approved by the Medical Staff and designed to improve the quality of patient care.
- 2.8.9 Refuse to engage in any improper inducements for patient care referrals.
- 2.8.10 Make appropriate arrangements for coverage for his or her patients when an absence is anticipated.
- 2.8.11 Complete continuing education programs that are required by the Medical Staff.
- 2.8.12 Participate in emergency service coverage and consultation (on-call) panels as may be required by the Medical Staff.
- 2.8.13 Accept responsibility for participating in Medical Staff Focused Professional Practice Evaluation (FPPE) in accordance with the Bylaws.
- 2.8.14 Pay Medical Staff dues and assessments within sixty (60) days of invoice receipt.
- 2.8.15 Participate in the resident training program as requested by the Residency Director.
- 2.8.16 Promptly notify the Medical Staff Office of any professional liability action the member is involved in as soon as the member becomes aware of his or her involvement.
- 2.8.17 Participate in quality assurance programs as determined by the Medical Staff.
- 2.8.18 Discharge such other duties and obligations as may be lawfully established from time to time by the Medical Staff, the Medical Executive Committee, the Member's Department, or the Administrator.

## **2.9 Professional Conduct**

### **2.9.1 Statement of Policy**

The Medical Staff is committed to providing a workplace free of sexual harassment or discrimination as well as unlawful harassment or discrimination based upon age, ancestry,

color, marital status, medical condition, mental disability, physical disability, national origin, race, religion, gender, or sexual orientation. The Medical Staff does not tolerate harassment or discrimination by Medical Staff Members of resident physicians, support staff, County employees, patients, or other Medical Staff Members.

#### 2.9.2 Harassment Defined

- A. Harassment is unwelcome verbal, visual, or physical conduct that creates an intimidating, offensive or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when:
- 1) Submission to the conduct is made either an implicit or explicit condition of employment;
  - 2) Submission to or rejection of the conduct is used as the basis for an employment decision; or
  - 3) The harassment unreasonably interferes with work performance or creates an intimidating, hostile or offensive work environment.

2.9.3 Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding a person's age, ancestry, color, marital status, medical condition, mental disability, physical disability, national origin, race religion, gender or sexual orientation. Sexually harassing conduct in particular includes all of these prohibited actions as well as requests for sexual favors, conversations containing sexual comments, and unwelcome sexual advances.

#### 2.9.4 Investigation and Corrective Action

- A. Every complaint of harassment, unlawful discrimination or retaliation made to the Medical Staff will be investigated thoroughly and promptly. The Medical Staff will attempt to protect the privacy of individuals involved in the investigation when appropriate. The Medical Staff will not tolerate retaliation against anyone who reports harassing conduct. Other entities, such as the County and legal authorities, may also separately investigate such complaints. When appropriate, the Medical Staff shall share investigatory information with such authorities.
- B. If the Medical Staff determines that harassment occurred, the Medical Staff will take corrective action up to and including termination of Medical Staff Privileges or Membership. Corrective actions taken by the Medical Staff related to such harassing conduct are not grounds for a hearing unless those actions affect a Member's Privileges or Membership status on the Medical Staff. When appropriate, corrective action may include reporting the harassment to appropriate legal, administrative, and governing authorities.

## ARTICLE 3

### **CATEGORIES OF THE MEDICAL STAFF**

#### **3.1 Categories**

The Medical Staff Members are divided into the following categories of membership: honorary, administrative, active, courtesy, provisional, resident, and temporary. Each Medical Staff Member shall be assigned to a Medical Staff category based upon the respective qualifications set forth in these Bylaws. Members of each Medical Staff category shall have the respective prerogatives and responsibilities as set forth in these Bylaws. Action may be initiated to change the Medical Staff category to terminate the membership of any Member who fails to meet the qualifications or fulfill the responsibilities as described in the Bylaws. Changes in Medical Staff category shall not be grounds for hearing unless it affects the Member's Clinical Privileges.

### 3.1.1 The Honorary Medical Staff

The honorary Medical Staff consists of practitioners who are not active in the Hospital or who are honored by emeritus positions. These may be practitioners who have retired from active hospital practice or who are of outstanding reputation, not necessarily residing in the community. Honorary staff members are not eligible to admit, care for or consult on patients, to vote, to hold office, or to serve on standing Medical Staff.

### 3.1.2 The Administrative Medical Staff

#### A. Qualifications

- 1) Administrative category membership shall be held by any physician, who is not otherwise eligible for another staff category and who solely performs ongoing medical administrative activities.
- 2) Document their (1) current licensure, (2) adequate experience, education and training, (3) good judgment, and (4) current physical and mental health status, so as to demonstrate to the satisfaction of the Medical Staff they are professionally and ethically competent to exercise their duties;

#### B. Prerogatives

The Administration Staff shall be entitled to attend meetings of the Medical Staff and various departments and education programs, but shall have no right to vote at such meetings. Administrative Staff members shall not be eligible to hold office in the Medical Staff Organization, admit patients, or exercise clinical privileges.

### 3.1.3 The Active Medical Staff

#### A. Qualifications

The active staff consists of physicians, dentists, podiatrists, and licensed clinical psychologists, each of whom;

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Has an office and residence that, in the opinion of the Medical Executive Committee, is located closely enough to the Hospital to provide appropriate continuity of quality care;
- 3) Regularly admits patients to the Hospital, is regularly involved in the care of patients at the Hospital, or regularly uses the Hospital and/or Health Centers in the care of patients;
- 4) Has satisfactorily completed his/her term in the provisional staff category.



*B. Prerogatives*

Each member of the active staff is entitled to:

- 1) Admit patients and/or exercise Clinical Privileges as are granted to him/her;
- 2) Attend and vote on all matters presented at general and special meetings of the Medical Staff, his/her department, and or committees to which he/she is a member;
- 3) Attend any staff or Hospital education programs;
- 4) Hold staff and/or departmental offices and service on committees to which he/she has been appointed.

*C. Responsibilities*

Each member of the active Medical Staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the Hospital and Health Centers for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested; and
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member in accordance with the Bylaws.

*D. Demotion of Active Staff Member.*

After one year in which a Member of the active staff fails to regularly care for patients in the Hospital or Health Centers or be regularly involved in Medical Staff functions as determined by the Medical Staff, that Member may be demoted to a lower staff category.

3.1.4 Courtesy Staff

*A. Qualifications*

The courtesy staff consists of practitioners, each of whom:

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Has an office and residence that, in the opinion of the Medical Executive Committee, is located closely enough to the Hospital to provide appropriate continuity of quality care;

- 3) Admits patients to the Hospital on an irregular basis, is occasionally involved in the care of Hospital patients, or occasionally uses the Hospital and/or Health Centers in the care of patients;
- 4) Is a member of the active staff of another licensed hospital unless the Medical Executive Committee, in writing, for good cause shown, waives this requirement. Dentists holding only General Dentistry, Endodontia, Periodontia, or Orthodontia privileges are exempt from this requirement.
- 5) Has satisfactorily completed his/her term in the provisional staff category.

**B. Responsibilities**

Each member of the courtesy staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the Hospital for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested; and
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member in accordance with the Bylaws.

**C. Limitation**

Courtesy staff members shall not be eligible to hold office in this Medical Staff organization nor shall they be eligible to vote on matters presented at general and special meetings of the Medical Staff, departmental meetings, division meetings, or committee meetings except as specifically provided in the Bylaws.

**3.1.5 Provisional Staff**

**A. Qualifications.**

The provisional staff consists of practitioners, each of whom:

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Immediately prior to his/her application and appointment was not a member (or was no longer a member) in good standing of this Medical Staff;
- 3) Has an office and residence that, in the opinion of the Medical Executive Committee, is located closely enough to the Hospital to provide appropriate continuity of quality care.

*B. Prerogatives.*

Each member of the provisional staff is entitled to;

- 1) Admit patients and exercise such Clinical Privileges as are granted pursuant to the Bylaws;
- 2) Attend meetings of the staff and the department of which he/she is a member and any staff or hospital education programs;
- 3) Be appointed to any committee except the Medical Executive Committee. The provisional staff members shall not have the right to vote unless the Medical Staff President confers that right at the time of the committee appointment.

*C. Responsibilities*

Each member of the provisional Medical Staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the hospital for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested;
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member in accordance with the Bylaws.

*D. Limitation*

Provisional staff members are not eligible to vote on matters presented at general and special meetings of the Medical Staff, department meetings, division meetings, or committee meetings except as specifically provided in the Bylaws.

*E. Monitoring of Provisional Staff Member*

Each provisional staff member shall undergo a period of monitoring. The monitoring shall be to evaluate the member's (1) proficiency in the exercise of Clinical Privileges initially granted and (2) overall eligibility for continued staff membership and advancement within staff categories. Monitoring of provisional staff members shall follow whatever frequency and format each department deems appropriate in order to adequately evaluate the provisional staff member including, but not limited to, concurrent or retrospective chart review, mandatory consultation, and/or direct observation. Results of the monitoring shall be communicated by the department chairperson to the Credentials Committee.

F. Term of Provisional Staff Status

A Member shall remain on the provisional staff for a period of six months unless the Medical Executive Committee or the Credentials Committee extends that status for an additional period of up to six months upon a determination of good cause, which determination shall not be subject to review. In special circumstances wherein the Member has had minimal activity at the Hospital and Health Centers, and current information is inadequate to allow a determination to conclude the provisional staff status, the Medical Executive Committee may extend the provisional staff status for an additional period of up to twelve (12) months, which determination shall not be subject to review. In no event shall the total provisional staff status of a member exceed twenty-four (24) months. At the conclusion of provisional staff status, further staff status is determined as stated below.

G. Action at Conclusion of Provisional Staff Status

- 1) If the Provisional Staff Member has satisfactorily demonstrated his or her ability to exercise the Clinical Privileges initially granted and otherwise appears qualified for continued Medical Staff membership, the Member shall be eligible for placement in the Active or Courtesy Staff, as appropriate, upon recommendation of the Medical Executive Committee (MEC.) The Administrator and the Governing Body shall act upon this MEC recommendation. Should any disagreement occur between the MEC, the Administrator, and the Governing Body, resolution shall occur in compliance with the Bylaws.
- 2) In all cases, the appropriate department shall advise the Credentials Committee, which shall make its report to the Medical Executive Committee, which, in turn, shall make its recommendation to the Professional Affairs Committee regarding a modification or termination of Clinical Privileges, or termination of Medical Staff membership.

3.1.6 Resident/Fellow Staff

A. Qualifications for Residents/Fellow

The resident/fellow staff consists of Members, each of whom;

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Exercise Clinical Privileges under appropriate supervision and direction of the Program Director, and the head of the department in which he/she is exercising Privileges;
- 3) Attend meetings of the Medical Staff and, if invited, the departments to which he/she is currently assigned;
- 4) Be appointed to any committee except the Medical Executive Committee. The Resident/Fellow staff member shall not have the right to vote unless that right is

conferred by the Medical Staff President at the time of the committee appointment.

If licensed, apply for provisional status on the Medical Staff without relinquishing his or her resident status with regard to these Bylaws.

*B.* Responsibilities

Each member of the Resident/Fellow staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws and Rules;
- 2) Contributing to the organization and administrative affairs of the Medical Staff by participating on staff, in the departments, and on committees as reasonably requested, and by participating in fulfilling such other staff functions as are reasonably requested.

*C.* Limitation

Resident/Fellow staff members shall not be eligible to hold office in this Medical Staff organization nor shall they be eligible to vote on matters presented at general and special meetings of the Medical Staff, departmental meetings, division meetings, or committee meetings except as specifically provided in the Bylaws.

3.1.7 Temporary Staff

*A.* Qualifications

Temporary staff consists of Members, each of whom:

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Has been granted temporary privileges and is not currently on the active, courtesy, provisional, or resident staff.

*B.* Prerogatives

Each Member of the temporary staff is entitled to:

- 1) Admit patients and exercise Clinical Privileges as are granted to him/her;
- 2) Attend meetings of the staff in the department of which he/she is a Member and any staff and hospital educational programs.

*C.* Responsibilities

Each Member of the temporary staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set for in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the Hospital for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested; and
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member.

*D.* Limitations

Temporary staff members are not eligible to hold office in this Medical Staff organization nor are they eligible to vote on matters presented at general and special meetings of the Medical Staff, departments, divisions, or committees. In the event that a practitioner's temporary clinical privileges are terminated, said practitioner's temporary staff status is also deemed terminated and the practitioner is thereafter entitled to the procedural rights afforded by the Bylaws.

3.1.8 Limitation of Prerogatives

The prerogatives set forth under each membership category are general in nature and may be subject to limitation by special conditions attached to a particular membership by other sections of these Bylaws and by the Rules.

3.1.9 Modification of Membership

On its own, upon recommendation of the Credentials Committee, or pursuant to a request by a member, the Medical Executive Committee may recommend a change in the Medical Staff category of a member consistent with the requirements of the Bylaws.

## ARTICLE 4

### **ALLIED HEALTH PRACTITIONERS**

#### **4.1 Definitions**

4.1.1 Allied Health Practitioner (AHP) means a health care professional, other than a physician, dentist, podiatrist or clinical psychologist, who holds a license, as required by California law, to provide certain professional services.

4.1.2 AHP Clinical Privileges or Service Authorization means the permission granted by the Governing Body, upon the recommendation of the Interdisciplinary Practice Committee

and the Medical Staff, to provide diagnostic and therapeutic services with the scope of the AHP's training and expertise.

## **4.2 Categories of AHPs Eligible to Apply for AHP Clinical Privileges or Services**

### **Authorizations and Rules**

4.2.1 The categories of AHPs, based upon occupation or profession that shall be eligible to apply for AHP Clinical Privileges shall be designated by the Governing Board, upon recommendation of the MEC. Currently, AHP includes the following categories;

- A. Nurse Practitioners who are registered nurses with additional training, expertise, certification and licensing that is recognized and authorized by the State of California to provide specific diagnostic and therapeutic services.
- B. Optometrists who are licensed by the State of California to provide specific optometric services.
- C. Midwives (Certified Nurse Midwives, Licensed Midwives, Certified Professional Midwives) who are health care providers with additional training, expertise, and certification that is recognized and authorized by the State of California, under the supervision of a licensed physician or surgeon, to attend cases of normal childbirth and to provide prenatal, intrapartum and postpartum care.
- D. Physician Assistants who are healthcare professionals with specialized medical training from a program associated with a medical school and who are licensed by the California Physician Assistant Board to provide patient education, evaluation, and health care services under the supervision of a licensed physician.
- E. Acupuncturists who are health care providers with training, expertise and knowledge in the practice of acupuncture who are licensed and regulated by the State of California under the Acupuncture Board.

## **4.3 Eligibility and General Qualifications**

An AHP is eligible for a Service Authorization in this Hospital/Health Centers if he or she:

- 1) Holds a current, valid, unrestricted license, certificate, or other legal credential in a category of AHP which the Governing Body has identified as eligible to apply for Service Authorization pursuant to the Bylaws; and
- 2) Documents his or her experience, background, training, current competence, judgment, and ability with sufficient adequacy to demonstrate that any patient treated by the practitioner will receive care at the generally recognized professional level of quality established by the Medical Staff; and
- 3) Is determined, on the basis of documented references to:
  - A. Adhere strictly to the lawful ethics of his or her profession;
  - B. Work cooperatively with others in the hospital setting so as not to adversely affect patient care;

- C. Be willing to commit to and regularly assist the Medical Staff in fulfilling its obligations related to patient care; and
  - 1) Agrees to comply with all Medical Staff and Department and Division Bylaws, Rules and Regulations and protocols to the extent applicable to the AHP;
  - 2) Documents his or her current eligibility to participate in Medicare, Medicaid or other federally-sponsored health care program.

#### **4.4 Specific Qualifications**

In addition to meeting the basic standards as outlined in "Eligibility and General Qualifications," an AHP shall have the following specific qualifications to be eligible and qualified for AHP Clinical Privileges or Service Authorization in this hospital:

No record of conviction of Medicare, Medicaid, or insurance fraud and abuse, payment of civil money penalties for same, or exclusion from such programs.

No record of denial, revocation, relinquishment or termination of appointment or clinical privileges at any hospital for reasons related to professional competence or conduct.

- 1) Nurse Practitioners: A Nurse Practitioner shall have a current, valid, unrestricted license and furnishing number which authorizes ordering of drugs or devices if applicable to the Nurse Practitioner's practice
- 2) Midwives: A Midwife shall have a current, valid, unrestricted license and furnishing number which authorizes ordering of drugs or devices if applicable to the Midwife's practice.
- 3) Physician Assistants: A Physician's Assistant shall have a current, valid, unrestricted license and furnishing number which authorizes the Physician's Assistant to provide drug and medication orders, if applicable to the Physician's Assistant's practice.
- 4) Optometrists: An optometrist shall have a current, valid, unrestricted license and furnishing number which authorizes ordering of drugs or devices if applicable to the Optometrist's practice.
- 5) Acupuncturists: An Acupuncturist shall have a current, valid, unrestricted license authorizing the practitioner to provide acupuncture treatment and care within the State of California.

#### **4.5 Waiver of Qualifications.**

When exceptional circumstances exist certain eligibility criteria may be waived by the MEC upon recommendation by the Interdisciplinary Practice Committee or its designee the Credentials



Committee. The AHP requesting the waiver bears the burden of demonstrating exceptional circumstances and/or that his or her qualifications are equivalent to or exceed the criterion/criteria in question.

#### **4.6 Prerogatives**

The prerogatives, which may be extended to an AHP, include:

- 1) Provision of specified patient care services consistent with the Service Authorization granted to the AHP and within the scope and licensure or certification of that AHP;
- 2) Service on Medical Staff and Hospital committees except as otherwise provided in the Bylaws. An AHP may not serve as chair of a Medical Staff committee;
- 3) Attendance at meetings of the department to which he or she is assigned. An AHP may not vote at department/division meetings.

#### **4.7 Responsibilities**

Each AHP shall:

- 1) Meet those responsibilities required by the Medical Staff Rules and Regulations.
- 2) Retain appropriate responsibility within his or her area of professional competence for the care of each patient in the hospital for whom he or she is providing services.
- 3) Participate, when requested, in patient care and audit and other quality review evaluation and monitoring activities required of AHPs and other functions as may be required by the Medical Staff from time to time.

#### **4.8 Procedure for Granting Initial and Renewal Services Authorizations**

- 1) An AHP who practices under Standardized Procedures must apply and qualify for a Service Authorization. An AHP must reapply for a renewed Service Authorization every two years.
- 2) AHP application for initial granting and renewal of service authorization shall be submitted to the Interdisciplinary Practice Committee (IPC), which may delegate the processing of such applications to the Credentials Committee. Credentialing and Privileging is processed in a parallel manner to that provided for the Medical Staff by the Bylaws. At the discretion of the Credential Committee an initial application of reappointment may be sent to the IPC for review.
- 3) The Credential Committee shall, as delegated by the IPC, make recommendations to the MEC and the Governing Body regarding the granting of individual Service Authorizations to AHP applicants.
- 4) Upon approval by the MEC and the Governing Body, an applicant AHP shall be granted Service Authorization and assigned to the clinical department appropriate to his or her occupation and training. The AHP is subject to the relevant rules and regulations of that department.

#### **4.9 Termination, Suspension, or Restriction of Service Authorizations**

- 1) The termination, suspension or restriction of Service Authorization shall be done as if the Service Authorization was a clinical privilege rendered to a Member of the Medical Staff. The AHP shall have the same procedural rights as a Medical Staff Member would have with the termination, suspension or restriction of privileges.

## ARTICLE 5

### PROCEDURES FOR APPOINTMENT AND REAPPOINTMENT

#### 5.1 General

The Medical Staff shall consider each application for appointment, reappointment, and privileges, and each request for modification of Medical Staff category using the procedures and the standards set forth in the Bylaws. The Medical Staff shall evaluate each applicant before recommending action by the Governing Body. The Governing Body is ultimately responsible for granting Medical Staff membership and Clinical Privileges. Temporary Privileges may be granted to a practitioner, pursuant to these Bylaws and the Rules, prior to final action by the Governing Body. By applying to the Medical Staff for appointment or reappointment, the applicant agrees that, whether or not he or she is appointed or granted Privileges, he or she will comply with the responsibilities of Medical Staff Membership and with the Medical Staff Bylaws and Rules as they exist and as they may be modified from time to time.

#### 5.2 Applicant's Burden

An applicant for appointment, reappointment, advancement, transfer, and/or Privileges shall have the burden of producing accurate and adequate information for a thorough evaluation of the applicant's qualifications and suitability for the requested status and Privileges, resolving any reasonable doubts about these matters and satisfying requests for information. To the extent consistent with law, this burden may include submission to a medical or psychological examination, at the applicant's expense, if deemed appropriate by the Medical Executive Committee (MEC.) The applicant may select the examining physician from an outside panel of three physicians chosen by the MEC.

Misstatements and Omissions: Any misstatement in, or omission from, the application is grounds to suspend the application process. The applicant will be informed in writing of the nature of the misstatement or omission and permitted to provide a written response. The Chair of the Credentials Committee and/or the Medical Staff President will review the response and determine whether the application should be processed further. The decision to suspend or cease processing an application due to a misstatement or omission does not entitle the applicant to a procedural hearing or appellate review rights.

#### 5.3 Applicant for Initial Appointment and Reappointment for Medical Staff Membership

Applicants for appointment or reappointment must complete, sign and date the prescribed application form provided by the Medical Staff. The application shall request detailed information about the applicant and shall document the applicant's agreement to abide by the Medical Staff Bylaws, Rules, and other terms. The applicant must provide all of the requested information, the agreements, and all supporting documentation to the Medical Staff office. An application which is incomplete will not be accepted for review. The applicant must pay the required fee, if any, at the time the application is submitted or it will not be accepted for review.

#### **5.4 Basis for Appointment and Reappointment to the Medical Staff**

Recommendations for appointment and reappointment to the Medical Staff and for granting and renewal of Privileges shall be based upon:

- 1) The applicant's or Member's professional performance at this Hospital and in other settings;
- 2) Whether the applicant or Member meets the qualifications and is able to carry out all of the responsibilities specified in these Bylaws and the Rules; and
- 3) The Hospital's patient care needs and ability to provide adequate support services and facilities for the applicant or Member.

##### **A) Term of Appointment, Extensions, and Failure to File Reappointment Application**

Except as otherwise provided in these Bylaws, initial appointments to the Medical Staff shall be until the applicants' second birthday after the initial provisional appointment. Reappointments shall be for a maximum period of two years. The Credentials Committee may recommend the granting of reappointments for less than two years.

Failure to file a complete and timely application for reappointment shall result in the automatic termination of the Members' membership Privileges and prerogatives at the end of that term.

#### **5.5 Application Procedure.**

5.5.1 Application for Medical Staff membership must be submitted directly to the Credentials Committee by the applicant in writing and on such form as approved by the MEC. Prior to the application being submitted, the applicant will be provided access to a copy of the Medical Staff Bylaws, the Rules and Regulations of the Staff and its Departments and Divisions, and summaries of the policies and resolutions relating to clinical practice in the Hospital and Health Centers. An applicant who does not meet the basic qualifications or requirements as outlined in these Bylaws, related rules or policies, is not eligible or qualified to apply for Medical Staff membership and the application shall not be accepted for review. If, during any stage of the application process, it is discovered that the applicant does not meet the basic qualifications or requirements as outlined in these Bylaws, related rules or policies, review of the application shall be discontinued.

An applicant who does not meet the basic qualifications or requirements is not entitled to procedural hearing and appellate review rights.

##### **5.5.2 Application Content**

Every applicant, except Resident staff applicants, must furnish a complete application providing all supporting documentation and an accurate and complete response to each query including but not limited to the following:

- 1) The applicant's undergraduate, medical school, and postgraduate training, including the name of each institution, degrees granted program completed, and dates attended;

- 2) All currently valid medical, dental, podiatric and other professional licensures or certifications, and Drug Enforcement Administration registration (with exceptions determined by Credentials Committee action when the applicant will not be prescribing medication) and any other controlled substances registration, with the date and number of each;
- 3) Specialty or sub-specialty board certifications and/or recertification;
- 4) Health impairments (including alcohol and drug dependencies), hospitalizations, and institutionalizations, if any, which may affect the applicant's ability in terms of skill, attitude and judgment to perform professional and Medical Staff duties;
- 5) Applicant's statement that his or her health status is such that he or she has the ability to perform the privileges requested;
- 6) Applicant's statement that he or she will consent to and cooperate with any required physical or mental health evaluations and provide the results from the evaluations to enable a full assessment of the applicant's fitness, as described in Section 5.2, 'Applicant's Burden';
- 7) Evidence of applicant's current Professional Liability Insurance coverage, or if not currently insured, evidence of past Professional Liability Coverage;
- 8) Whether there are any pending or completed actions involving denial, revocation, suspension, reduction, limitation, probation, non-renewal or voluntary relinquishment (by resignation or expiration) of the applicant's license or certificate to practice any profession in any state or country; Drug Enforcement Administration or other controlled substances registration; membership or fellowship in local, state or national professional organizations; or faculty membership at any medical or other professional school;
- 9) The location of offices, names and addresses of other practitioners with whom the applicant is associated and inclusive dates of such association; names and locations of any other hospital, clinic or health care institution where the applicant provides or provided clinical services with the inclusive dates of each affiliation, status held, and general scope of clinical privileges, for the last five years;
- 10) Requests for department assignment(s), staff category after conclusion of provisional status, and specific Clinical Privileges;
- 11) Whether the applicant has ever been charged with or convicted of a crime, other than minor traffic violations, or whether a criminal action is now pending;
- 12) Whether there are any pending or completed actions involving denial, revocation, suspension, reduction, limitation, probation, non-renewal or voluntary relinquishment (by resignation or expiration) of Medical Staff membership, or privileges at another hospital, clinic or health care facility of institution;
- 13) References as required below;
- 14) An acknowledgement that the applicant has read the Medical Staff Bylaws of the Contra Costa Regional Medical Center and Health Centers, that he/she understands said Bylaws, and that he/she agrees to be bound by the terms thereof, as they may be amended from time to time, if he/she is granted membership or Clinical Privileges, and

to be bound by the terms thereof, without regard to whether or not he/she is granted membership and/or clinical privileges in all matters relating to consideration of this application;

- 15) Any and all continuing medical education classes attended by applicant in the last twenty-four (24) months;
- 16) Whether the applicant has had any notification of, or involvement in, a professional liability action, the applicant's complete malpractice claims history, including all information regarding lawsuits, or settlements made, concluded and pending;
- 17) Whether the applicant has been excluded from federal health care program in the past, or is subject to a pending or current exclusion from a federal health care program;
- 18) The applicant's consent to the release and inspection of all records and documents as may be necessary for a thorough evaluation of the applicant's professional qualifications, background and health status;
- 19) The applicant's consent to provide release and a release from liability for all individuals requesting and all individuals providing information related to the applicant's professional qualifications, background, or health, or evaluating and making judgments regarding the applicant's professionalism qualifications, background, or health;
- 20) A valid photo identification issued by a state federal agency;

Applicants to the Resident Staff must furnish the information and/or documentation listed in (1), (2), (5), (6), (8), (11), (12), (14), (18), (19) and (20) above, and may do so by submitting their residency application form, updated as necessary to include these required items, in lieu of submitting the standard application form described herein.

Furthermore, each applicant will be assessed an application fee as determined by policies set forth by the Medical Executive Committee. The application will not be processed without receipt of this fee.

### 5.5.3 References

The applicant must include the names of at least three (3) professionals currently licensed and practicing in the same discipline as the applicant, not currently or about to become corporate or business partners with the applicant in professional practice or personally related to him, who have personal knowledge of the applicant's current clinical ability, competence, ethical character, health status and ability to work cooperatively with others and who will provide specific written comments on these matters, and letters of recommendation for staff membership.

The named individuals must have acquired the requisite knowledge through recent observation of the applicant's professional performance over a reasonable period of time and at least one must have had organizational responsibility for supervision of his/her performance (e.g., Department Chairperson, Service Chief, Training Program Director). The applicant is responsible for submitting three (3) letters of recommendation from the named professional references to the Credentials Committee Chairperson.

At the discretion of the Credentials Committee, the requirement of receipt of all three letters of reference may be reduced to two (2).

### 5.5.4 Effect of Application

The applicant must sign the application and in so doing:

- 1) Attests to the correctness and completeness of all information furnished and acknowledges that any significant misstatement in or omission from the application constitutes grounds for denial of appointment or revocation of Medical Staff membership;
- 2) Signifies his/her willingness to appear for interviews in connection with his/her application;
- 3) Agrees to abide by the terms of the Bylaws, Rules, and policies and procedures manuals of the Medical Staff if granted membership and/or Clinical Privileges, and to abide by the terms thereof in all matters relating to consideration of the application without regard to whether membership and/or privileges are granted;
- 4) Agrees to maintain an ethical practice and to provide continuous care to his or her patients;
- 5) Agrees to keep Medical Staff representatives up to date on any change made or proposed in the status of his/her professional license to practice, DEA or other controlled substances registration, malpractice insurance coverage, and membership or clinical privileges at other institutions;
- 6) Authorizes and consents to Medical Staff representative consulting with prior associates or others who may have information bearing on professional or ethical qualifications and competence and consents to Medical Staff representatives inspecting all records

and documents that may be material to evaluation of said qualifications and competence;

- 7) Releases from any liability all those who, in good faith and without malice, review, act upon or provide information regarding the applicant's competence, professional ethics, utilization practice patterns, character, health status, and other qualifications for staff appointment and clinical privileges.

#### 5.5.5 Processing the Application

##### 1) Verification of Information

After the application is submitted to the Credentials Committee Coordinator, the Credentials Committee Coordinator shall seek to verify the references, licensure status, and other qualification evidence submitted in support of the application, and to obtain the supporting information relevant to the application. The Coordinator shall verify in writing and from the primary source whenever feasible. The Credentials Committee Coordinator shall also query the National Practitioner Databank, and shall promptly notify the applicant of any problems in obtaining any of the information required. Upon such notification, it shall be the applicant's obligation to obtain the required information.

Verification shall include sending a copy of the list of Clinical Privileges requested by the applicant to at least his/her most recent affiliations and a request for specific information regarding his/her competence in exercising those privileges.

When the application is complete as defined in subsection (b), the Credentials Committee Coordinator transmits the application and all supporting materials to the Head of each Department in which the applicant seeks Privileges.

##### 2) Definition of Completed Application

A completed application shall consist of all pertinent material including receipt in the Medical Staff office of all correspondence from references and other medical staffs as required.

##### 3) Incomplete Applications

Incomplete applications will not be accepted for review. In addition to applications which are incomplete as described by Section 5.3, 'Application for Initial Appointment and Reappointment for Medical Staff Membership', applications may be deemed incomplete as follows.

If the MEC, the Medical Staff office, or Credentials Committee, Administrator or Governing Body review the application requests additional information, documentation, or clarification from the applicant, and/or an interview with the applicant, the applicant

will be promptly notified and the application process will be suspended, and the application shall be deemed incomplete, until the requested information, documentation, or clarification has been provided and/or the requested interview has been conducted. No application shall be considered complete until it has been reviewed by the Department Head or designee for each department for which the applicant seeks privileges, the Credentials Committee or designee and the Medical Executive Committee, and all have determined that no further documentation or information is required to permit consideration of the application.

The Medical Staff shall promptly inform the applicant of the specific request(s) made, the time period within which the applicant must satisfy the request and the effect on the application process if the request is not satisfied within that time period.

#### 4) Department Evaluations

The Head of each Department in which the applicant seeks privileges reviews the application and its supporting documentation and forwards to the Credentials Committee a written report as required evaluating the evidence of the applicant's training, experience and demonstrated ability and stating how the applicant's skills are expected to contribute to the activities of the Department.

The Department Head or his/her designee shall conduct an interview with the applicant. If a Department Head requires further information, he/she may defer transmitting his/her report, but overall the combined deferral time generally should not exceed thirty (30) days. In case of a deferral, the Department Head must notify the Chairperson of the Credentials Committee in writing of the deferral and the grounds. If the applicant is to provide additional information or a specific release/authorization to allow Medical Staff's representative to obtain information, the notice to him/her must so state, must be a special notice, and must include a request for the specific data/explanation or release/authorization required and the time frame for response. Failure, without good cause, to respond in a satisfactory manner by that date is deemed a voluntary withdrawal of the application.

#### 5) Credentials Committee Evaluation

The Chairperson of the Credentials Committee or a designated committee member may conduct an interview with the applicant. Following the interview, the Credentials Committee reviews the application, the supporting documentation, the reports from the Department Heads, and any other relevant information available to it. The Credentials Committee then transmits to the Medical Executive Committee (MEC) its written report and recommendations as required. If the Credentials Committee requires further information, it may defer transmitting its report, but generally for not more than thirty (30) days. If the applicant is to provide the additional information or specific release/authorization to allow Medical Staff representatives to obtain information, the



notice to him/her must so state, must be a special notice, and must include a request for the specific data/explanation or release/authorization required and the time frame for response. Failure to respond in a satisfactory manner, i.e. provide the requested information by the date specified is deemed a voluntary withdrawal of the application.

The Credential Committee's written report, as required, is transmitted with all supporting documentation to the MEC.

- 6) The MEC, at its next regular meeting after receiving the Credentials Committee recommendation, reviews the application, the supporting documentation, the reports and recommendations from the Department Heads and Credentials Committee, and any other relevant information available to it. The MEC is responsible for determining staff status. The MEC defers action on the application, or prepares a written report with recommendations as required.
- 7) Effect of Medical Executive Committee Action
  - A. Deferral. Action by the MEC to defer the application for further consideration must, except for good cause, be followed up within forty-five (45) days with its report and recommendations. The Medical Staff President promptly sends the applicant a special notice of an action to defer, including a request for the specific data/explanation or release/authorization, if any, required from the applicant and the time frame for response. Failure, without good cause, to respond in a satisfactory manner by that date is deemed voluntary withdrawal of the application.
  - B. Favorable Recommendation. When the MEC's recommendation is favorable to the applicant in all respects, the Medical Staff President promptly forwards it, together with all supporting documentation, to the Administrator. All supporting documentation means the application form and its accompanying information, the reports and recommendations of the Division and Department Heads, Credentials Committee and MEC, and dissenting views.
  - C. Adverse Recommendation. When the MEC's recommendation is adverse to the applicant, the Medical Staff President promptly forwards it, together with all supporting documentation, to the Administrator, and the Administrator immediately informs the applicant by special notice, and the applicant is entitled to the procedural rights provided in the Bylaws.
- 8) Administrator Action
  - A. On MEC recommendation the Administrator may adopt or reject, in whole or in part, a favorable recommendation or refer the recommendation back to the MEC for further consideration stating the reasons for such referral and setting a time limit within which a subsequent recommendation must be made to the Administrator.
  - B. If the Administrator's action is favorable to the applicant, this action is forwarded to the Governing Body for final approval. If the Administrator's action, after complying with the applicable requirements, is adverse to the applicant in any respect, the

Administrator promptly informs the applicant by special notice, and the applicant is then entitled to the procedural rights provided in the Bylaws.

- C. If the Governing Body, upon receiving a report from the Administrator for favorable action, disagrees with the Administrator, it must comply with the requirements below concerning Conflict Resolution. If, after such compliance, the decision is adverse to the applicant in any respect, the Administrator shall promptly inform the applicant by mailing a special notice to the applicant. The applicant is then entitled to the procedural rights provided in the Bylaws and the applicant shall be so informed by the special notice.
- 9) Content of Reports and Bases for Recommendations and Actions. The report of each individual or group, including the Administrator, required to act on an application must include recommendations as to approval or denial of, and any special limitations on, staff appointment, category of staff membership and prerogatives, Department affiliation(s) and scope of Clinical Privileges.
- 10) Conflict Resolution. Whenever the Administrator or Governing Body disagrees with the recommendation of the MEC, the matter will be submitted for review and recommendation to a joint conference composed of two members each from the Medical Staff and the Governing Body, appointed by the President of the Medical Staff and the Chairperson of the Governing Body, respectively, before the Governing Body makes its decision.
- 11) Notice of Final Decision
- A. The Administrator shall mail notice of the Governing Body's final decision to the applicant, with copies to the Medical Staff President and the applicable Department Head(s).
  - B. A decision and notice to appoint included:
    - 1) The Staff category to which the applicant is appointed;
    - 2) The Department(s) to which he/she is assigned;
    - 3) The Clinical Privileges he/she may exercise; and
    - 4) Any special conditions attached to the appointment.
- 12) Time Periods for Processing

Individual/Group

- A. Applicant. One hundred and twenty(120) days.
  - 1) If the fully completed application is not received by the Medical Staff Office as defined, within One hundred and twenty(120) days, the application will be returned and reapplication will not be allowed for a period of ninety (90) days and any temporary privileges granted are immediately terminated.
- B. Credentials Committee Coordinator. Thirty (30) days.
- C. Department Heads. Thirty (30) days after receiving material from Credentials Committee Coordinator.

- D. Credentials Committee. Thirty (30) days after receiving reports from the Credentials Committee Coordinator and Department Head.
- E. Medical Executive Committee. At the next regular meeting after receiving report from the Credentials Committee.
- F. Administrator. Fifteen (15) days after receiving report from the Medical Executive Committee.
- G. Governing Board. At the next regular meeting after receiving report from the Administrator.
- H. The time periods set forth are guidelines, not directives, and do not create any rights in any application to have his or her application processed within a specific time frame.

If an applicant is not offered or does not accept an offer for employment (permanent, temporary or contract) at CCRMC and Health Centers, the application will be deemed withdrawn.

When a Medical Staff member's employment (permanent, temporary, or contract) at CCRMC and Health Centers ends, clinical privileges will automatically expire, except when the member requests an exception and the exception is approved by both the Credentialing Committee and the Medical Staff President. This is an administrative action and does not entitle the individual to procedural hearing and appellate review rights.

#### 5.5.6 Staff Category upon Appointment

Except for applicants to the Resident Staff, all appointments to the Staff shall be to the Provisional Staff. After successful completion of the provisional term, as defined, the Medical Executive Committee, after recommendation from the Credentials Committee, shall assign the appropriate staff category.

### 5.6 Reappointment and Requests for Modifications of Staff Status or Privileges

Applications for reappointment are due one hundred and fifty (150) days prior to the expiration of a Member's term. Applications that are not complete at ninety (90) days prior to the expiration of a term are not processed and the membership automatically expires at the end of the term. Applications completed between one hundred and fifty (150) and ninety (90) days from the end of a term are charged a late fee as noted in the Rules.

At least one hundred and eighty (180) days prior to the expiration date of the current staff appointment (except for temporary appointments), a reappointment form developed by the Medical Executive Committee shall be mailed or delivered to the Member. The completed application form and Medical Staff dues are due one hundred and fifty (150) days prior to the expiration date. The department Chair will be notified if the member is delinquent. Each Medical

Staff Member shall submit to the Credentials Committee the completed application form for renewal of appointment to the staff and for renewal or modification of clinical privileges. The reapplication form shall include all information necessary to update and evaluate the qualifications of the applicant including, but not limited to, the matters set forth in these Bylaws as well as other relevant matters.

The results of performance monitoring, evaluation, and identified opportunities to improve care and service are printed and included in the reappointment file. Ongoing Professional Practice Evaluation (OPPE) data are collected and provided as evidence of the practitioner's current competence. A reappointment may be deferred if more information is needed.

Upon receipt of the application, the information shall be processed as set forth commencing at Section 5.4. In addition, the Department Head will review the applicants' QA profile if there is one.

A Medical Staff Member who seeks a modification of Clinical Privileges may submit such a request at any time upon a form developed by the Medical Executive Committee, except that such application may not be filed within one year of the time similar request has been denied.

#### 5.6.1 Effect of Application

The effect of an application for reappointment or modification of staff status or privileges is the same as that set forth in Section 5.5.

#### 5.6.2 Standards and Procedures for Review

When a staff Member submits an application for reappointment, or when the Member submits an application for modification of staff status or Clinical Privileges, the Member shall be subject to an in-depth review generally following the procedures set forth in Section 5.5.

### 5.7 Leave of Absence from the Medical Staff

A Member may request a leave of absence not to exceed two (2) years. No leave is effective unless and until approved by the Medical Executive Committee. At the end of the leave the Member must apply for reinstatement. The Member must provide information regarding his or her relevant activities during the leave of absence if the MEC so requests. During the period of leave, the Member shall not exercise Privileges at the Hospital, and membership rights and responsibilities shall be inactive. The obligation to pay dues, if any, shall continue during the leave unless waived by the Medical Executive Committee.

#### 5.7.1 Reinstatement after a Leave

Failure, without good cause, to request reinstatement of Membership at least thirty (30) days prior to the end of an approved leave shall be deemed voluntary resignation from

the Medical Staff. The MEC shall make recommendations concerning reinstatement of the Member's Membership and Privileges to the Governing Body for final action.

## **5.8 Waiting Period after Adverse Action**

An applicant, Member, or prior Member is not eligible for Membership in the Medical Staff and/or granting of Privileges for twenty-four (24) months after an adverse action regarding his or her Membership or Privileges.

5.8.1 An Adverse Action occurs when any of the following occur:

- A. A final adverse decision regarding appointment or privileges is made by the Governing Body, or an applicant withdraws his or her application or request for Privileges following an adverse recommendation by the Medical Executive Committee to the Governing Body.
- B. A final adverse decision resulting in termination of a Member's membership or Privileges is made by the Governing Body, or if the Member resigns Membership or relinquishes Privileges while an investigation and resolution is pending concerning her/his membership and/or relevant Privileges.,
- C. A final adverse decision resulting in termination or restriction of Privileges or denial of a request for additional Privileges is made by the Governing Body

5.8.2 The Medical Staff may, as part of an adverse action, waive the twenty-four (24) month ineligibility period or limit it in some way including but not limited to require proctoring or supervision.

5.8.3 An action is considered final on the date the application was withdrawn, a Member's resignation became effective, or upon completion of all hearings and appellate reviews described in the Bylaws pertinent to the action. After an ineligibility period, the individual may reapply for Membership or re-request Privileges. The application will be treated as an initial application or request, except that the individual must document to the satisfaction of the Medical Staff that the basis for the adverse action no longer exists and that sufficient measures have been taken to assure that it will not occur again. With regard to the subject of the adverse action, the Medical Staff may impose more stringent conditions and requirements for evaluation, documentation, and monitoring than it might in an application de novo or it may deny the request outright.

## **5.9 Confidentiality and Impartiality**

To maintain confidentiality and to assure the unbiased performance of appointment and reappointment functions, participants in the credentialing process shall limit their discussion of the matters involved to the formal avenues provided in the Bylaws for processing applications and for appointment and reappointment.

## ARTICLE 6

### PRIVILEGES

#### 6.1 Exercise of Privileges

Except as otherwise provided in these Bylaws, every Member providing direct clinical services at this Hospital shall be entitled to exercise only those Privileges specifically granted to him or her. Clinical privileges may be granted, continued, modified, or terminated by the Governing Body only upon the recommendation of the Medical Staff as outlined in these Bylaws.

#### 6.2 Delineation of Privileges in General

##### 6.2.1 Requests

- A. Each applicant for appointment and reappointment to the Medical Staff must contain a request for the specific Privileges desired by the applicant. A request for modification of Privileges must be supported by documentation of training and/or experience supportive of the request. A Member may make requests for modifications of Privileges at any time.
- B. Each department is responsible for developing written criteria for granting Privileges. These criteria take effect only after approval by the Medical Executive Committee (MEC.)

##### 6.2.2 Basis for Privilege Determinations

Requests for Privileges shall be evaluated upon the basis of the Member's education, training, experience, demonstrated professional competence and judgment, clinical performances, and the documented results of patient care. Privilege determinations shall also be based upon pertinent information concerning clinic performance obtained from other sources, especially other institutions and health care setting where an individual exercises Privileges.

##### 6.2.3 Privileges for Department Heads

Privileges for Department Heads will be acted upon by the Medical Staff President. If a Department Head is also the Medical Staff President, privileges will be acted upon by the Past President. In no event will a Department Head approve his/her own privileges.

##### 6.2.4 Admissions

Dentists, oral surgeons, podiatrists and clinical psychologist Members are non-Physician members. They may admit patients only if a Physician Member assumes responsibility for the care of the Patient's medical problems during the hospitalization. These non-physician members may participate in the patient's care to the extent allowed by the responsible Physician Member and the Medical Staff Bylaws and Rules.

#### 6.2.5 Medical Appraisal

A Physician Practitioner shall provide ongoing medical evaluation of all patients receiving some care from a non-physician Member. The Physician shall also provide appropriate supervision and control of the patient care provided by the non-physician Member.

### 6.3 Non-licensed Resident Physicians

By virtue of their enrollment in an accredited training program, non-licensed Residents hold Privileges to admit patients and provide services as assigned under the supervision of the various Department Chairpersons and the Residency Director. A Physician Member who has Privileges for the patient care being rendered must supervise non-licensed Residents.

### 6.4 Temporary Privileges

#### 6.4.1 Circumstances

The Administrator (or his/her designee), with the written concurrence of the Medical Staff President and the Chairperson of the Department where the Privileges will be exercised, may grant temporary Privileges to a practitioner subject to the following conditions:

A. Pendency of Application:

After receipt of a completed application for appointment or reappointment (see Section 5.4, including a request for specific Privileges for an initial period of sixty (60) days while the application is being processed. If the processing of the completed application by the Medical Staff requires more than sixty (60) days, the temporary Privilege may be extended for up to an additional sixty (60) days at the discretion of the Medical Staff President or his/her designee. Temporary Privileges shall automatically terminate at the end of a maximum of one hundred and twenty (120) days, unless earlier terminated in accordance with the Bylaws.

B. Important Patient Care, Treatment and Service Need.

After receipt of an application for appointment or reappointment, including a request for specific Privileges, an applicant may be granted temporary privileges for the purposes of important patient care, treatment or service need, for an initial period of sixty (60) days while the application is being processed. The Medical Staff must be able to verify the applicant's current licensure and competence, or temporary Privileges are denied. The National Provider Data Bank will be queried. If the processing of the application by the Medical staff requires more than sixty (60) days, the temporary Privileges may be extended for up to an additional one hundred and twenty (120) days at the discretion of the Medical Staff President or his/her designee. Temporary Privileges shall automatically terminate at the end of a maximum of one hundred and eighty (180) days, unless earlier terminated in accordance with the Medical Staff Bylaws.

#### 6.4.2 Conditions

Temporary Privileges may be granted only after the practitioner has submitted a written application for appointment and a request for temporary Privileges and the information available reasonably supports a favorable determination regarding the requesting practitioner's licensure, qualifications, ability, and judgment to exercise the Privileges requested, and only after the practitioner has satisfied the requirement regarding professional liability insurance. The chairperson of the department to which the practitioner is assigned shall be responsible for supervising the performance of the practitioner granted temporary Privileges, or for designating a department member who shall assume this responsibility. That Chairperson may impose special requirements of consultation and reporting. Before temporary Privileges are granted, the practitioner must acknowledge in writing that he/she has received a copy of the Bylaws and Rules and that he/she agrees to be bound by the terms thereof in all matters relating to his/her temporary Privileges.

#### 6.4.3 Termination

The Administrator or the President of the Medical Staff may terminate any or all of a practitioner's temporary Privileges:

- A. Upon discovery of any information or the occurrence of any event of a nature which raises question about a practitioner's professional qualifications or ability to exercise any or all of the temporary Privileges granted by the Administrator or President of the Medical Staff;
- B. If the life or well-being of a patient is endangered in the opinion of the grantor of the temporary Privilege;
- C. In addition, any person entitled under these Bylaws to impose summary suspensions may terminate temporary Privileges if the well-being of a patient is endangered or thought to be endangered by the person termination the temporary Privilege. Any such termination shall be reviewed at the next scheduled meeting of the Medical Executive Committee. In the event of any such termination, the Department will assign the practitioner's patients then in the Hospital to another practitioner(s) or Division Head responsible for supervision. The wishes of the patient will be considered, where feasible, in choosing a substitute practitioner.

#### 6.4.4 Rights of the Practitioner

A practitioner shall not be entitled to the procedural rights afforded by these Bylaws merely because his/her request for temporary Privileges is denied. However, if all or any portion of his/her temporary Privileges are terminated or suspended, the practitioner shall be entitled to those procedural rights.



## **6.5 Emergency Privileges**

In the event of an emergency, any Member of the Medical Staff is permitted to do everything reasonably possible to save the life of a patient or to save a patient from serious harm. The Member shall promptly enlist assistance from and yield patient care to a qualified Member as soon as one becomes available.

## **6.6 Focused Professional Practice Evaluation (FPPE)**

### **A. General Requirements**

All initial appointments to the Medical Staff and all Members granted new Privileges shall be subject to Focused Professional Practice Evaluation (FPPE). Information used for evaluation may be obtained through, but is not limited to the following:

- 1) Concurrent or targeted medical record review.
  - 2) Direct observation.
  - 3) Monitoring/proctoring of diagnostic, procedural, and/or treatment techniques.
  - 4) Discussion with other practitioners involved in the care of specific patients.
  - 5) Interviews with the physician involved in the patient's care.
  - 6) Sentinel event data.
  - 7) Any applicable peer review data.
  - 8) Review of data from other institutions with applicant/member's permission.
- B. Each appointee or recipient of new Clinical Privileges shall be assigned to a department (or departments) where performance on an appropriate number of cases as established by the Medical Executive Committee shall be observed by the chair of the department or the chair's designee, to determine suitability to continue to exercise the Clinical Privileges granted in that department.
- C. The Member shall remain subject to FPPE until the Credentials Committee has been furnished with a report signed by the chair of the department(s) to which the member is assigned describing the types and numbers of cases observed and the evaluation of the applicant's performance, a statement that the applicant appears to meet all of the qualifications for unsupervised practice in that department.
- D. FPPE may be implemented whenever the Medical Executive Committee or its designee determines that additional information is needed to assess a Member's performance.
- E. FPPE is not an adverse action or a disciplinary measure. It is a means of gathering information regarding a Members' skills. Therefore, the requirements of proctoring does not itself give rise to the hearing rights triggered by an adverse action.
- F. During FPPE, the Member must demonstrate the requisite competence required to exercise the Clinical Privileges.

### **6.6.1 Completion of FPPE**

FPPE shall be deemed successfully completed when the Credentials Committee has received sufficient information about the applicant's competency.

#### 6.6.2 Requirements to Provide FPPE

Members of the Medical Staff shall serve in a manner consistent with FPPE requirements. Refusal to serve in this capacity, without good cause, as determined by the Medical Executive Committee, is grounds for corrective action.

#### 6.6.3 Failure to Complete FPPE

A Member who fails to complete the required initial FPPE within one year shall be deemed to have voluntarily withdrawn his or her request for those Privileges. The Credentials Committee or the Medical Executive Committee may extend the time for completion of FPPE in appropriate cases. If a Member completes the necessary FPPE but fails to perform competently he or she may have the relevant Privileges revoked or involuntarily modified in order to assure quality patient care. Failure to successfully complete proctoring may, in certain situations, be adequate grounds for revocation, suspension, or other involuntary modification of membership and/or privileges. Such actions regarding Privileges and Membership qualify as adverse actions entitling the practitioner to appropriate procedural hearings.

### **6.7 Disaster Privileges**

In the event of a disaster of sufficient magnitude to require use of resources beyond those available to the Hospital and Medical Staff, privileges may be granted to volunteers on an emergent basis to handle immediate patient care needs.

#### 6.7.1 Declaration of Disaster

The Hospital disaster plan must be implemented prior to consideration of granting disaster Privileges.

#### 6.7.2 Individuals Responsible for Granting Disaster Privileges

The Medical Staff President or his/her designee, or the Administrator or his/her designee(s) are responsible for granting disaster Privileges. Under the disaster plan, and in the absence of the above persons or designees, the incident commander, or his/her designee(s), is the individual responsible for granting disaster Privileges until the above person or designees are present to carry out the function of granting Disaster Privileges.

##### A. Responsibilities of Individuals Granting Disaster Privileges.

Disaster Privileges may be granted on a case-by-case basis, and the responsible individual, at his or her discretion, is not required to grant Privileges to any individual.

#### 6.7.3 Identification Requirements for Disaster Privileges

Disaster Privileges may be granted upon the presentation of a valid photo identification issued by a state or federal agency, and at least one of the following items;

- A. A current hospital ID card that clearly identifies professional designation.
- B. A current license to practice and a valid photo ID issued by a state or primary source verification of the license.
- C. Identification indicating that the individual is a member of a Disaster Medical Assistance Team (DMAT) or MRC, ESAR-VHP, or other recognized state or federal organization or group.
- D. Identification indicating that the individual has been granted authority to render patient care, treatment, and services in disaster circumstances (such authority having been granted by a federal, state, or municipal entity.)
- E. Verification of identity and qualifications by current Hospital or Medical Staff Member(s) with personal knowledge of the practitioner's identity and qualifications.

#### 6.7.4 Disaster Identification

Practitioners granted disaster Privileges shall be identifiable to other staff by the wearing of a Disaster Identification Badge.

#### 6.7.5 Management of Persons Granted Disaster Privileges

Persons granted disaster Privileges will be assigned duties either by the granting authorities as defined in Section 6.6.2, 'Individuals Responsible for Granting Disaster Privileges,' or assigned to a specific department, by the Department Chair or his/her designee. In the absence of these persons, the incident commander may assign duties or delegate this responsibility to person(s), identified in the disaster plan, who are responsible for designation of duties.

The Medical Staff oversees the professional practice of volunteer licensed independent practitioners by direct observation and clinical record review.

Disaster Privileges are automatically terminated when the disaster plan is deactivated. Disaster Privileges may be revoked at any time or for any reason by the Medical Staff President, Administrator, Department Chair, or their designee(s).

The Hospital must make a decision (based on information obtained regarding the professional practice of the volunteer) within seventy-two (72) hours related to the continuation of disaster Privileges initially granted.

#### 6.7.6 Verification Process

Verification:

Primary source verification of licensure begins as soon as the immediate situation is under control and is usually completed within seventy-two (72) hours from the time the volunteer practitioner presents to the organization. In extraordinary circumstances, when primary

source verification cannot be completed in seventy-two (72) hours, there must be documentation of the following:

- Why the Primary source verification could not be performed;
- Evidence of demonstrated ability to continue to provide adequate care, treatment and services.

Primary source verification must still be done as soon as possible.

## ARTICLE 7

### GENERAL MEDICAL STAFF OFFICERS

#### 7.1 Identification

The general officers of the Medical Staff are the President, the President -Elect, and the Past President.

#### 7.2 Qualifications

Each general officer must:

7.2.1 Be a member of the Active Staff at the time of nomination and election and remain a Member in good standing during his/her term of office;

7.2.2 Be licensed as a physician and surgeon;

7.2.3 Willingly and faithfully discharge the duties of the office; and

7.2.4 Exercise the authority of the office held, working with the other general and Department officers of the Medical Staff.

#### 7.3 Attainment of Office

7.3.1 The election for the office of President-Elect shall take place in January of odd-numbered years. The person who receives the majority of the votes cast is the President-Elect and shall immediately assume the office. On July 1 of that same year, the President-elect shall assume the office of the President.

##### 7.3.2 Term of Office

The President shall serve a two-year term, and may serve a maximum of four consecutive terms. If nonconsecutive, the number of terms a President may serve is not subject to limit. At the conclusion of the President's term(s) of office, the President shall assume the office of Past-President.

7.3.3 Should the incumbent President be reelected, the office of President-Elect shall remain vacant until the next January election for President.

#### 7.3.4 Nomination

The MEC shall nominate qualified candidates for the office of President-Elect. Each nominee must be an M.D. or a D.O. Nominations may also be made from the floor at the October quarterly meeting by a Member of the Active Staff in good standing. Any such floor nomination must be seconded by a Member of the Active Staff in good standing and accompanied by evidence of the nominee's willingness to be nominated.

#### 7.3.5 Election

The President-Elect is chosen from among the nominated candidates by election as defined in these Bylaws. Candidates for Medical Staff President-Elect may submit a written statement not to exceed two pages to the Medical Staff Office no later than close of business on December 3rd. On or before December 7th, the Medical Staff Office shall mail to all active Members of the Medical Staff a list of the candidates for Medical Staff President-Elect, accompanied by the candidates' statements, if any. Approximately thirty (30) days, but no less than twenty-five (25) days, before the January meeting of the Medical Executive Committee, the Medical Staff Office shall mail ballots to all active Members of the Medical Staff.

7.3.6 In order for a ballot to be counted, it must be returned to the Medical Staff Office no later than close of business on the 11th day before the January meeting of the Medical Executive Committee. The Medical Staff President and at least one other member of the MEC shall count the ballots, unless the Medical Staff President is a candidate. In that event, the MEC shall designate a second member of the MEC to count ballots. As soon thereafter as possible, the MEC shall notify all candidates of the election results. Thereafter, but at least seven (7) calendar days before the January meeting of the MEC, the MEC shall post, or otherwise disclose the election results to the Medical Staff.

### 7.4 Vacancies

7.4.1 If the office of the President becomes vacant after an election but before the end of the current President's term, the President-Elect will assume office to fill that vacancy and will serve the remainder of the current President's term and his/her own full term as President. If the office of the President becomes vacant while the election is underway, the Past President will serve as Acting President until the results of that election are determined. Once those results are determined, the President-Elect will assume office and will serve the remainder of the current President's term and his/her own full term as President. At any other times, if the office of the President becomes vacant, the Past President will serve as Acting President pending the outcome of a special election for the office of President to be conducted as expeditiously as possible and generally in the same manner as provided in this Article. The MEC may determine, however, not to call a special election if a regular election for the office is to be held within ninety (90) days. The winner of a special election will serve only the remainder of the current President's term.

7.4.2 In the event of a vacancy in the office of Past President, the MEC shall appoint a Member of the MEC to serve out the remainder of the vacated term.

## **7.5 Resignation and Removal from Office**

### **7.5.1 Resignation**

Any general Medical Staff officer may resign at any time by giving written notice to the Medical Executive Committee. Such resignation, which may or may not be made contingent upon formal acceptance, takes effect on the date specified in the resignation or, if no date is specified, on the date of receipt.

### **7.5.2 Removal**

*A.* Authority and Mechanism:

- 1) Removal of a general staff officer may be effected by two-thirds majority vote by secret ballot of the members of the Active Staff in good standing.

*B.* Grounds:

- 1) Permissible grounds for removal of a general staff officer include, without limitation;
- C.* Failure to perform the duties of the position held in a timely and appropriate manner;
- D.* Failure to continuously meet the qualifications for the position;
- E.* Physical or mental infirmity that renders the officer incapable of fulfilling the duties of his/her office.

## **7.6 Duties of General Staff Officers**

### **7.6.1 Medical Staff President**

The Medical Staff President shall serve as the Chief Office of the Medical Staff. The duties of the Medical Staff President shall include, but are not limited to:

- A.* Enforcing the Bylaws and Rules, implementing sanctions where indicated, and enforcing procedural safeguards where corrective action has been requested or initiated;
- B.* Calling, presiding at, and being responsible for the agenda of all meetings of the Medical Staff;
- C.* Serving as the chair of the Medical Executive Committee;
- D.* Serving as an ex-officio member of all other Medical Staff Committees;
- E.* Interacting with the Administrator and the Governing Body in all matters concerning the Hospital;
- F.* Appointing, in consultation with the Medical Executive Committee, committee members for all standing and special medical Staff, liaison, and multi-disciplinary committees, except where otherwise provided by these Bylaws and, except where otherwise indicated, designating the chairpersons of these committees;
- G.* Representing the views and policies of the Medical Staff to the Governing Body and to the Administrator;

- H. Being a spokesperson for the Medical Staff in external professional and public relations;
- I. Performing such other duties as may be required by the Bylaws, the Medical Staff, or by the Medical Executive Committee;
- J. Serving as an ex-officio member on liaison committees with the Governing Body and Administration and with outside licensing and accreditation agencies.

#### 7.6.2 President-Elect

The President-Elect shall assume all duties and authority of the Medical Staff President in the absence of the Medical Staff President. The President-Elect shall also be a member of the Medical Executive Committee and an ex-officio member of the Joint Conference Committee. The President-Elect shall perform such other duties as the Medical Staff President may assign or delegate to the President-Elect.

#### 7.6.3 Past President

The Past President shall have the same duties and responsibilities as the President-Elect in the absence of the President-Elect.

## ARTICLE 8

### DEPARTMENT AND DIVISIONS

#### 8.1 Organization of Departments

Each Department shall be organized as an integral unit of the Medical Staff and shall have a chair. The authority, duties, method of selection and responsibilities of these Department officers is set forth below. Each Department may appoint such standing or ad-hoc committees as it deems appropriate to perform its required functions. A Department may be further divided, as appropriate, into divisions. The division shall be directly responsible to the Department within which it functions. Each division shall have a division chief, appointed by the department head or elected by the division members, entrusted with the authority, duties and responsibilities specified in Section 8.7. When appropriate, the Medical Executive Committee may recommend to the Medical Staff the creation, elimination, modification, or combination of Departments or divisions.

##### 8.1.1 Current Clinical Departments and Divisions:

The current Clinical Departments and Divisions are:

1. Family and Adult Medicine
  - i. West County
  - ii. Martinez



- iii. Concord
- iv. East
- v. Far East
- 2. Internal and Specialty Medicine
- 3. Hospital Medicine
- 4. Emergency Medicine
- 5. Psychiatry/Psychology
- 6. Pediatrics
- 7. Obstetrics and Gynecology
- 8. Surgery
- 9. Anesthesia
- 10. Critical Care Medicine
- 11. Dental
- 12. Diagnostic Imaging
- 13. Pathology

(a)

## **8.2 Assignment to Departments**

Each Member shall be assigned membership in at least one Department, but may also be granted membership and/or Privileges in other Departments.

## **8.3 Functions of Departments**

The functions of each Department shall include:

- 1) Conducting patient care reviews for the purpose of analyzing and evaluating the quality and appropriateness of care and treatment provided to patients within the Department. The Department shall routinely collect information about important aspects of patient care provided in the Department, periodically assess this information, and develop objective criteria for use in evaluating patient care. Patient care reviews shall include all clinical work performed under the jurisdiction of the Department;
- 2) Recommending to the Medical Executive Committee guidelines for the granting of Clinical Privileges and the performance of specified services within the Department;
- 3) Evaluating and making appropriate recommendations regarding the qualification of applicants seeking appointment or reappointment and Clinical Privileges within that Department;
- 4) Conducting, participating in, and making recommendations regarding continuing education programs pertinent to departmental clinical practice;
- 5) Reviewing and evaluating departmental adherence to: (1) Medical Staff policies and procedures; and (2) sound principles of clinical practice;
- 6) Coordinating patient care provided by the Department's Members with nursing and ancillary patient care services;
- 7) Submitting written reports to the Medical Executive Committee concerning: (1) the Department's review and evaluation activities, actions taken thereon and the results of such

- action; and (2) recommendations for maintaining and improving the quality of care provided in the Department and Hospital;
- 8) Meeting regularly for the purpose of considering patient care review findings and the results of the Department's review and evaluation activities, as well as reports on other Department and staff functions;
  - 9) Establishing such committees or other mechanisms as are necessary and desirable to perform properly the functions assigned to it, including proctoring protocols;
  - 10) Taking appropriate action when important problems in patient care and clinical performance or opportunities to improve care are identified;
  - 11) Accounting to the Medical Executive Committee for all professional and Medical Staff administrative activities within the Department;
  - 12) Appointing such committees as may be necessary or appropriate to conduct Department functions;
  - 13) Formulating recommendations for departmental rules and regulation reasonably necessary for the proper discharge of its responsibilities subject to the approval by the Medical Executive Committee and the Medical Staff;

When the department or any of its committees meet to carry out the duties described above, the meeting body shall constitute a peer review body, which is subject to the standards and entitled to the protections and immunities afforded by federal and state law for peer review bodies and/or committees. Each department and/or its committees, if any, must meet regularly to carry out its/their duties.

#### **8.4 Department Heads**

Each Department shall have a Department Head who shall be a Member of the active Medical Staff and shall be certified by an appropriate specialty board, or affirmatively establish, through the Privilege delineation process, that the person possesses comparable competence in at least one of the clinical areas covered by the Department.

Each Department Head shall have the following authority, duties and responsibilities:

- 1) Act as presiding Officer (Chairperson) at departmental meetings;
- 2) Report to the Medical Executive Committee and the Medical Staff President regarding all professional and administrative activities within the Department;
- 3) Generally monitor the quality of patient care and professional performance rendered by Members with Clinical Privileges in the Department through a planned and systematic process; oversee the effective conduct of the patient care, evaluation, and monitoring functions delegated to the department by the Medical Executive Committee;
- 4) Prepare and transmit to the appropriate authorities, as required by these Bylaws, recommendations concerning appointment, reappointment, delineation of Clinical Privileges, and corrective action with respect to practitioners holding membership or exercising privileges or services in the Department;
- 5) Annually review, and amend as necessary, Department policies and procedures;

- 6) Participate in managing the Department through cooperation and coordination with nursing and other patient care services and with Administration on all matters affecting patient care, including personnel, equipment, facilities, services, and budget;
- 7) Endeavor to enforce the Bylaws, Rules and policies and regulations with the Department;
- 8) Appoint an acting Department Head (Vice-Chairperson) during any absence;
- 9) Assure all Department functions are performed;
- 10) Perform such other duties commensurate with the office as may from time to time be reasonably requested by the Medical Staff President or the Medical Executive Committee;
- 11) Plan and conduct, as requested by and in cooperation with the Residency Director, a program of instruction, supervision, and evaluation of Residents’
- 12) Assess and recommend to the relevant hospital authority off-site sources for needed patient care services not provided by the department or organization;
- 13) Recommend a sufficient number of qualified and competent persons to provide care, treatment and services;
- 14) Determine the qualifications and competence of Department or service personnel who are not licensed independent practitioners and who provide patient care, treatment and service;
- 15) Continually assess and improve the quality of care, treatment and services;
- 16) Maintain quality control programs, as appropriate;
- 17) Oversee the orientation and continuing education of all persons in the Department or service;
- 18) Recommend space and other resources needed by the Department or service;
- 19) Recommend to the Medical Staff the criteria for Clinical Privileges that are relevant to the care provided in the Department;
- 20) Integrate the Department or service into the primary functions of the organization and coordinate and integrate interdepartmental and intradepartmental services;
- 21) Develop and implement policies and procedures that guide and support the provision of care, treatment and services.

## **8.5 Election of Department Heads**

8.5.1 In April of each election year, the active Medical Staff of the applicable Department shall elect a Department Head.

8.5.2 The following Departments shall elect a Department Head in odd-numbered years: Family and Adult Medicine, Anesthesia, Pediatrics, Internal and Specialty Medicine, Hospital Medicine, Pathology and Dentistry.

The following Departments shall elect a Department Head in even-numbered years: Emergency Medicine, Surgery, Psychiatry/Psychology, Diagnostic Imaging, Obstetrics & Gynecology and Critical Care.

8.5.3 The Medical Staff President shall request nominations for Department Head at the January Quarterly Medical Staff meeting and at the applicable Department meeting.

Nominations may be submitted by any department member within the nominating department regardless of status (e.g. active; courtesy, etc.). Nominations may be made only to the current Department Head or to the Medical Staff President.

The last day to nominate a candidate for Department Head is March first. Candidates may submit a written statement not to exceed two pages to the Medical Staff office no later than close of business on March 3<sup>rd</sup>. The Medical Staff Office shall mail a list of candidates to all active Members of the Medical Staff in the affected Department no later than March 7<sup>th</sup>. The candidates' statements, if any, shall accompany the list.

- 8.5.4 Approximately thirty (30) days, but no less than twenty-five (25) days, before the April meeting of the Medical Executive Committee, the Medical Staff office shall mail ballots to all the active Medical Staff Members within the affected Department.

In order for a ballot to be counted, it must be returned to the Medical Staff Office no later than close of business on the 11<sup>th</sup> day before the April meeting of the Medical Executive Committee. The Medical Staff President and at least one other member of the Medical Executive Committee shall count the ballots, unless the Medical Staff President is a candidate. In that event, the Medical Executive Committee shall designate a second member of the Medical Executive Committee to count ballots. As soon thereafter as possible, the Medical Executive Committee shall notify all candidates of the election results. Thereafter, but at least seven (7) calendar days before the April meeting of the medical Executive Committee, the Medical Executive Committee shall post, or otherwise disclose to the Medical Staff, the election results.

- 8.5.5 The Medical Executive Committee shall review the newly elected Department Heads for approval at its April meeting. The elected Department Head is thereafter subject to the approval of the Chief Medical Officer. In the event that the elected Department Head is not approved by either the Medical Executive Committee or the Chief Medical Officer, a new election shall be conducted as soon as possible. If the Chief Medical Officer does not approve a Department Head, she/he will discuss the reasons for disapproval at the next Medical Executive Committee meeting.

- 8.5.6 The Medical Staff President can appoint an acting Department Head, subject to MEC approval, to carry out the duties of Department Head until an election is possible.

- 8.5.7 Term of Office

The term of office of Department Heads is two Medical Staff years. Each assumes office on the first day of the Medical Staff year, except that a Department Head appointed to fill a vacancy assumes office immediately upon appointment. Each Department Head serves until the end of his or her term until a successor is elected, unless he/she resigns sooner or is removed from office. A Department Head is eligible to succeed himself/herself.

#### 8.5.8 Removal

After election and ratification, removal of a Department Head from office may occur for cause by two-thirds vote of the Medical Executive Committee or a two-thirds vote of the Department Members on active staff.

### 8.6 Functions of Divisions

Subject to approval of the Medical Executive Committee, each division shall perform the functions assigned to it by the Department Chairperson. Such functions may include, without limitation, retrospective patient care reviews, evaluation of patient care practices, credentials review and privileges delineation, and continuing education programs. The division shall transmit regular reports to the Department Head on the conduct of its assigned functions.

### 8.7 Division Heads

Each division shall have a Division Head who shall be a Member of the active or provisional Staff and a Member of the division which he/she heads, and shall be certified by an appropriate specialty board, or affirmatively establish through the privilege delineation process that he/she possesses comparable competence in at least one of the clinical areas covered by the division.

Each Division Head shall:

- 1) Act as presiding officer at division meetings;
- 2) Assist in the development and implementation, in cooperation with the Department Head, of programs to carry out the quality review and monitoring functions assigned to the division;
- 3) Continually review the patient care and the professional performance of Division members, and report to the Department Head patterns or situations affecting patient care within the Division;
- 4) As requested by and in cooperation with the Department Head, conduct investigations and submit reports and recommendations to the Department Head regarding the Clinical Privileges to be exercised within his/her division by Members of or applicants to the Medical Staff;
- 5) Manage the Division through cooperation and coordination with nursing and other patient care services and with Administration on all matters affecting patient care, including personnel, equipment, facilities, services, and budget;
- 6) Assure all Division functions are performed;
- 7) Perform such other duties commensurate with the office as may from time to time be reasonably requested by the Department Head, the Medical Staff President, or the Medical Executive Committee.

### 8.8 Election of Division Heads

8.8.1 In April of each election year, the active Medical Staff of the applicable division shall elect a Division Head as set forth below.

8.8.2 Family and Adult Medicine West County and Family and Adult Medicine Far East County shall elect Division heads in even-numbered years; Family and Adult Medicine Martinez, Family and Adult Medicine Concord and Family and Adult Medicine East County shall elect Division Heads in odd-numbered years.

8.8.3 The Medical Staff President shall request nominations for Division Heads at the January Quarterly Medical Staff meeting and at the applicable division meeting. Nominations may be made only to the current Department Head or to the Medical Staff President.

The last day to nominate a candidate for Division Head is March 1st. Candidates may submit a written statement not to exceed two pages to the Medical Staff Office no later than close of business on March 3rd. The Medical Staff Office shall mail ballots to all the active Medical Staff Members within the affected division no later than March 7th. The candidates' statements shall accompany the list, if any.

8.8.4 Approximately thirty (30) days, but no less than twenty-five (25) days, before April meeting of the Medical Executive Committee, the Medical Staff Office shall mail ballots to all the active Medical Staff Members within the affected division.

For a ballot to be counted, it must be returned to the Medical Staff Office no later than the close of business on the 11th day before the April meeting of the Medical Executive Committee. The Medical Staff President and at least one other member of the Medical Executive Committee shall count the ballots, unless the Medical Staff President is a candidate. In that event, the Medical Executive Committee shall designate a second member of the Medical Executive Committee to count ballots. As soon thereafter as possible, the Medical Executive Committee shall notify all candidates of the election results. Thereafter, but at least seven calendar days before the April meeting of the Medical Executive Committee, the Medical Executive Committee shall post, or otherwise disclose to the Medical Staff, the election results.

8.8.5 The newly elected Division Heads shall be reviewed for approval by the appropriate Department Head prior to the April meeting of the Medical Executive Committee and by the Medical Executive Committee at its April meeting. The elected Division Head is thereafter subject to approval of the Chief Medical Officer. In the event that the elected Division Head is not approved by the Department Head, the Medical Executive Committee or the Chief Medical officer, a new election shall be conducted as soon as possible. If the Department Head or the Chief Medical Officer does not approve a Division head, she/he will discuss the reasons for disapproval at the next Medical Executive Committee meeting.

8.8.6 Division members shall fill vacancies due to any reason for the unexpired term by election as soon as possible. The Department Head can appoint an acting Division head, subject to MEC approval, to carry out the duties of Division Head until this election is possible.

8.8.7 Term of Office

The term of office of Division heads is two Medical Staff years. Each assumes office on the first day of the Medical Staff year, except that a Division head elected to fill a vacancy assumes office immediately upon election. Each Division head serves until the end of his/her term and until a successor is elected, unless he/she sooner resigns or is removed from office. A Division Head is eligible to succeed himself/herself.

#### 8.8.8 Removal

After selection and ratification, a Division head may be removed for cause by the Department Head, a two-thirds vote of the Division Members on active Staff, or by a two-thirds vote of the MEC.

## ARTICLE 9

### COMMITTEES

#### 9.1 General Provisions

##### 9.1.1 Designation

- A. The Medical Executive Committee and the other committees described in these Bylaws shall be standing committees of the Medical Staff unless otherwise indicated.
- B. The Chairperson of the Medical Executive Committee, a standing committee, or a Department may create subcommittees, or Ad-Hoc committees, in order to carry out specified tasks. These specified tasks must be within the scope of authority of the committee whose chairperson created the committee. Such committees terminate once the specified task is completed and are not standing committees.

##### 9.1.2 Appointment of Members to Committees

- A. The Medical Staff President, with the approval of the MEC, shall appoint chairpersons and members of standing committees unless otherwise specified in the Bylaws. Committee members are appointed for a term of one Medical Staff year unless otherwise specified by the Bylaws, and shall serve either until the end of this period, until the member's successor is appointed, or until the member resigns or is removed from the committee.
- B. Only Medical Staff in good standing may be voting members of any Medical Staff Committee. Other individuals may be appointed to committee positions as either Ex-officio or non-medical Staff members.
- C. For committees that are not standing committees, the person creating the committee shall appoint Chairpersons and Members.

##### 9.1.3 Removal of Committees

Unless otherwise specified in the Bylaws, committee members may be removed by the appointing authority without cause.

##### 9.1.4 Vacancies

Vacancies on any committees shall be filled in the same manner as an original appointment is made.

##### 9.1.5 Conduct of Meeting of Committees

Committee meetings shall be conducted and documented in the manner specified in these Bylaws.

##### 9.1.6 Attendance of Non-Members



Members in good standing of the Medical Staff who are not committee members may attend committee meetings only with the permission of the Chair of the committee.

#### 9.1.7 Accountability

All committees of the Medical Staff are accountable to the Medical Executive Committee.

## 9.2 Medical Executive Committee

### 9.2.1 Composition

The Medical Executive Committee (MEC) consists of the following Members of the Medical Staff as voting members:

- 1) President of the Medical Staff;
- 2) President-Elect;
- 3) Past President;
- 4) Clinical Department Heads;
- 5) Division heads;
- 6) The Chairpersons of the following committees shall be voting members of the MEC:
  - A. Administrative Affairs
  - B. Ambulatory Policy
  - C. Credentials
  - D. Patient Safety and Performance Improvement
  - E. Patient Care Policy and Evaluation
- 7) Chief administrators are official members of MEC with regular reporting duties without voting rights. These include the Director of Health Services, the Chief Financial Officer, the Chief Executive Officer of Hospital and Clinics, the Chief Medical Officer, the Chief Nursing Officer, the Chief Operations Officer for CCRMC/HC, the Ambulatory Care Medical Director, the Hospital Medical Director, Medical Director of Patient Safety and Performance Improvement, the Chief Medical Informatics Officer, the Residency Program Director and the Medical Director of Contra Costa Health Plan. The Chairperson of the MEC may invite other individuals to participate in the MEC meetings as non-voting guests.

### 9.2.2 Duties

The Medical Executive Committee shall:

- A. Perform and/or delegate performance of all Medical Staff functions in a manner consistent with the Bylaws and the Rules;
- B. Coordinate and implement the Activities of the committees and the Departments;
- C. Make recommendations regarding Medical Staff membership and privileges;
- D. Initiate and pursue disciplinary or corrective actions when indicated;

- E. Supervise the Medical Staff's compliance with the Medical Staff Bylaws, Rules and policies;
- F. Supervise the Medical Staff's compliance with County laws, rules, policies and procedures;
- G. Supervise the Medical Staff's compliance with state and federal laws and regulations;
- H. Supervise the Medical Staff's compliance with TJC and other applicable accreditation and certification rules;
- I. Regularly report to the Governing Body regarding the status of Medical Staff issues;
- J. Meet monthly to conduct Medical Staff business;
- K. Represent and act on behalf of the Medical Staff in the intervals between Medical Staff meetings, subject only to such specific limitations as may be imposed by those Bylaws.

### **9.3 Committees**

In order to remain in good standing on a committee, a member must attend at least 50 percent of the meetings.

#### **9.3.1 Administrative Affairs Committee**

##### **A. Purpose and Meetings**

The Administrative Affairs Committee (AAC) fulfills staff responsibilities relating to review and revision of Medical Staff Bylaws and related manuals and forms and assumes the responsibilities for investigating and providing recommendations on such other administrative policy-making and planning matters and activities of concern to the Staff as are referred by the MEC. The AAC oversees the Institutional Review Committee (IRC) which reviews, approves or denies, monitors and evaluates research projects, protocols, and clinical investigations to be conducted within the Medical Services, in compliance with the regulations of the Food and Drug Administration and observing all requirements of any other applicable regulatory authorities for any given study. The AAC may overrule a positive recommendation of the IRC, but the AAC may not approve a study or the use of an investigational agent if disapproved/denied by the IRC. The AAC meets as needed, and reports to the MEC. When appropriate, it shares its monitoring and evaluation findings from research projects with the Patient Safety and Performance Improvement Committee and vice versa.

##### **B. Composition**

The Administrative Affairs Committee includes;

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to MEC approval;
- 2) At least 4-6 additional Staff Members;
- 3) Administrator, with vote; and
- 4) Their members with special expertise as necessary on an ad-hoc basis, without vote.

### 9.3.2 Ambulatory Policy Committee

#### A. Purpose and Meetings

The Ambulatory Policy Committee (APC) sets Medical Staff policy in the health centers and acts as a liaison with Nursing and Administration for coordination of policies and procedures under joint Medical Staff-Administration or Medical Staff-Nursing purview.

APC develops policies to resolve issues that affect more than one Medical Staff Department and focuses on policies and projects that relate to quality of care, the efficiency of the health centers and patients that relate to quality care, the regulatory compliance. APC coordinates its activities with PSPIC and receives quality assurance reports suggestive of or requiring changes in policies and procedures from individual Medical Staff Departments and from the Ambulatory Subcommittee of PSPIC.

#### I. Composition

The Ambulatory Policy Committee includes:

- 1) A Physician Chairperson; appointed by the Medical Staff President, subject to MEC approval
- 2) One Staff Member from each Region;
- 3) The Department Head of Family Medicine or his/her designee;
- 4) Representative of the Departments of Obstetrics & Gynecology, Surgery, Pediatrics and Medicine, with vote;
- 5) Other members with special expertise as needed on an ad-hoc basis without vote;
- 6) Director of Health Information Management as needed on an ad-hoc basis without vote;
- 7) A representative of the Allied Health Professionals, without vote;
- 8) Ambulatory Care Medical Director without vote;
- 9) Chief Nursing Officer without vote.

### 9.3.3 Bioethics Committee

#### A. Purpose and Meetings

The Bioethics Committee provides a multi-disciplinary forum for the development of guidelines for consideration of cases and issues having bioethical implications; development and implementation of procedures for the review of such cases; development and/or review of institutional policies regarding care and treatment in cases or issues having bioethical implications; consultation with concerned parties to facilitate and education of the hospital staff regarding bioethical matters. The committee will meet regularly (at least six (6) times yearly) and will also provide a mechanism for other meetings as necessary to perform the case consultation functions. The committee chair will report to the Medical Executive Committee.

## B. Composition

The Bioethics Committee includes;

- 1) A physician chairperson appointed by the Medical Staff President subject to Medical Executive Committee approval;
- 2) Multi-disciplinary representation selected to represent the various clinical services of the medical and nursing staff, ancillary support services (such as social workers, chaplains, etc.) and lay members. At least a third of the committee membership will be physicians;
- 3) A member representing hospital administration; and
- 4) The committee may invite other professional or community lay members to be utilized when discussing issues involving their particular clinical, ethnic, religious or other background.

### 9.3.4 Cancer Committee

#### A. Purpose and Meetings

The Cancer Committee is a multi-disciplinary committee that organizes, conducts and evaluates hospital-wide oncology services and the cancer registry. The committee assures that full oncology services including surgery, chemotherapy, radiation therapy, as well as rehabilitation and hospice care are available to all patients. The committee will develop and monitor annual goals and objectives for clinical care, community outreach, quality improvement and programmatic endeavors related to cancer care. The committee is responsible for establishing and monitoring the Cancer Conference format, frequency and multi-disciplinary attendance. The committee will ascertain if there is a need for specific educational programs both professional and public based on survival and comparison data. The committee will also supervise the Cancer Registry for quality control of case-funding, abstracting, staging, reporting and follow-up. The committee will conduct a minimum of two patient care evaluation studies annually, one to include survival data. The committee will meet at least quarterly or more often as needed and communicate as necessary with the Patient Safety and Performance Improvement Committee. The committee will designate one coordinator for each of the four areas of Cancer Committee activity: Cancer Conference, quality control of the cancer registry, quality improvement and community outreach.

#### B. Composition

The Cancer Committee includes:

- 1) A Physician chairperson appointed by the Medical Staff President, subject to Medical Executive Committee approval;

- 2) At least five (5) additional Medical Staff Members including representation from Surgery, Pathology, Hematology/Oncology, Family Practice, and Diagnostic Imaging;
- 3) Cancer Liaison Physician;
- 4) Representation for Administration, Social Services, Nursing, and the American Cancer Society all with vote; and
- 5) The Cancer Registrar, who will act as staff to the Cancer Committee, with vote.

### 9.3.5 Continuing Medical Education Committee

#### A. Purpose and Meetings

The Continuing Medical Education Committee (CMEC) directs the development of CME programs for the Staff responsive to quality assurance findings and to developments pertinent at the Hospital and apprises the Staff of outside education opportunities. It coordinates the educational activities of the Departments and of the Staff and Hospital Department. The CMEC also analyzes the status and needs of, and makes recommendations regarding, the medical library services. It meets at least quarterly and more frequently if needed and reports on its activities to the MEC.

#### B. Composition

The CMEC includes:

- 1) A Chairperson appointed by the Medical Staff President, subject to MEC approval;
- 2) At least two additional Staff Members; and
- 3) Medical Librarian, without vote.

### 9.3.6 Credentials Committee

#### A. Purpose and Meetings

The Credentials Committee coordinates the staff credentials function by receiving and analyzing applications and recommendations for appointment, provisional period conclusion or extension, reappointment, clinical privileges, and changes therein, and recommending action therein, and by integrating quality assurance and utilization review and monitoring, membership, and other relevant information into the individual credentials files. It also assists in designing and participates in implementing the credentialing procedures for Allied Health Practitioners. It meets monthly or as necessary and reports to the MEC regarding the credentialing of Staff Members.

#### B. Composition

The Credentials Committee includes:

- 1) A physician chairperson, appointed by the Medical Staff President, subject to MEC approval; and
- 2) At least 4-6 additional Staff Members, selected to be representative of the Departments and major clinical specialties.

### 9.3.7 Informatics Advisory Committee

#### A. Purpose and Meetings

The Informatics Advisory Committee provides governance in informatics and Information Technology (IT)-related clinical systems. It prioritizes issues, reports and optimization and acts as a liaison between medical staff departments and IT/clinical informatics.

#### I. Composition

- 1) Chief Medical Informatics Officer (CMIO) who serves as Chair
- 2) Director of Nursing Informatics
- 3) Director of Medical Outpatient Informatics
- 4) Director of Medical Inpatient Informatics
- 5) A representative of each department.

### 9.3.8 Institutional Review Committee

#### A. Purpose and Meetings

The Institutional Review Committee shall review and have authority to: approve, require modification in (to secure approval), or disapprove all research activities within the Hospital and Health Centers; approve, require modification in, or disapprove the use of investigation drugs or devices in individuals (i.e. “compassionate use” cases); receive prompt notification of the emergency use of investigational drugs or devices and approve, require modification in or, disapprove their continued use; continue, require modifications in or terminate any ongoing studies at intervals of not greater than twelve (12) months; immediately terminate or suspend any research not conducted in accordance with the IRC’s requirements or that has been associated with unexpected serious harm to subjects; ensure all compliance with federal informed consent regulations regarding investigational use of drugs and devices; and assure the protection of the rights and welfare of all human subjects. The Institutional Review Committee shall meet semi-annually or more often as necessary to fulfill its obligations. If the Institutional Review Committee disapproves of any activity within its purview, that decision is final. The Institutional Review Committee chairperson reports to the Administrative Affairs Committee.

#### B. Composition

The Institutional Review Committee includes:

- 1) A Chairperson appointed by the Chairperson of the Administrative Affairs Committee, subject to Medical Executive Committee approval;
- 2) At least one member of each gender;

- 3) At least one member from outside the medical profession;
- 4) At least one non-scientist;
- 5) At least one member not affiliated with the Hospital and Health Centers; and
- 6) A total of at least five (5) members, including representative ethnic and cultural backgrounds, of the community.

### 9.3.9 Inter-Disciplinary Practice Committee

#### A. Purpose and Meetings

The Inter-Disciplinary Practice Committee (IPC) shall perform functions consistent with the requirements of law and regulations (Title 22 of the California Code of Regulations, Section 70706). Method for the approval of standardized procedures in accordance with sections 2725 of the Business and Professions Code in which affirmative approval of the administrator or designee and a majority of the physicians and a majority of registered nurse members would be required. The IPC shall routinely report to the MEC; and, in addition, shall submit an annual report to the MEC. The IPC shall meet at least annually, or more often as necessary.

#### B. Composition

The IPC shall consist of:

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to MEC approval;
- 2) A Director of Nursing, or Designee: such as the clinical services director of Public Health who has oversight over NP/AHP function;
- 3) An Administrator, or designee: such as the Ambulatory Care Medical Director;
- 4) Chair of the Credentials Committee;
- 5) Nurse Practitioner Division Head
- 6) Two (2) additional allied health professionals, appointed by the IPC Chairperson, in consultation with the NP Division Head
- 7) A medical staff representative from the clinical psychology department.
- 8) Additional Allied Health Professionals who are performing or will perform functions requiring standardized procedures will be appointed by the IPC Chair on a temporary basis when issues pertaining to their functions are discussed.
- 9) Additional physician members of the medical staff physicians and/or registered nurses may be appointed by the physician chair person or the director of nursing, respectively, to maintain equal numbers of each on the committee in accordance with Title 22 of the California Code of Regulations, Section 70706.



### 9.3.10 Joint Conference Committee

#### A. Purpose and Meetings

The Joint Conference Committee constitutes a forum between the Medical Staff, the Administration and the Governing Body. Two members of the Medical Executive Committee who serve at the will of the Medical Executive Committee represent the Medical Staff. These members shall act as directed by the MEC in their capacity as members of the Joint Conference Committee.

The Governing Body and the Administration shall have representation pursuant to authority separate from these Bylaws.

### 9.3.11 Medical Staff Assistance Committee

#### A. Purpose and Meetings

In order to improve the quality of care and promote the well-being of the Medical Staff, the Medical Staff Assistance Committee (MSAC) receives reports related to health concerns, well-being, or impairment of Medical Staff Members, and other Licensed Independent Practitioners (LIPs) and, as it deems appropriate, investigates such reports. With respect to matters involving individual Medical Staff Members and other LIPs, the committee may, on a voluntary basis, provide such advice, counseling, or referrals as may seem appropriate. Such activities shall be confidential; however, in the event information received by the committee clearly demonstrates that the health or known impairment of a Medical Staff Member or LIP poses an unreasonable risk of harm to patients, that information may be referred for corrective action.

The process that the MSAC uses to accomplish these goals includes:

- 1) Education of the Medical Staff and other organization staff about illness and impairment recognition issues specific to the Medical Staff Member or licensed independent practitioners;
- 2) Self-referral by a physician or Licensed Independent Practitioner (LIP) and referral by other organization staff;
- 3) Referral of the Physician, or the affected LIP to the appropriate professional internal or external resources for diagnosis and treatment of the condition or concern;
- 4) Maintenance of the confidentiality of the Physician, or LIP seeking referral or referred for assistance except as limited by law, ethical obligation, or when the safety of a patient is threatened;
- 5) Evaluation of the credibility of a complaint, allegation, or concern;
- 6) Monitoring of the Physician, or affected LIP and the safety of patients until the rehabilitation or any disciplinary process is complete;

- 7) Reporting to the Medical Staff leadership instances in which a Physician or LIP is providing unsafe treatment; and
- 8) Initiating appropriate action when a Physician or LIP fails to complete the required rehabilitation program.

The committee shall also consider general matters related to the health and well-being of the Medical Staff, and, with the approval of the Medical Executive Committee, develop educational programs or related activities. The Medical Staff Assistance Committee shall meet as often as necessary, but at least quarterly. It shall maintain only such record of its proceedings as it deems advisable but shall report on its activities on a routine basis to the Medical Executive Committee.

#### B. Composition

The Medical Staff Assistance Committee includes;

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to Medical Executive Committee approval;
- 2) At least two (2) additional practitioners; and
- 3) A Member of the Resident staff.

Except for the resident, who shall serve on the committee for one (1) year, each member shall serve for a term of three (3) years, and the term shall be staggered as deemed appropriate by the Medical Executive Committee to achieve continuity. In so far as possible, members of this committee shall not serve as active participants on other peer review or quality assurance committees while serving on this committee.

The Chairperson may appoint additional individuals who are not members of the Medical Staff, including non-physicians, when such appointment may materially increase the effectiveness of the work of the committee. These individuals shall serve for a term that shall be determined by the Chairperson.

### 9.3.12 Informatics Clinical Communication Committee (ICCC)

#### A. Purpose and Meetings

The Informatics Clinical Communication Committee addresses clinical workflows to enhance patient safety and maximize efficient care. The InBasket is the hub of communication and information flow in the electronic health record. The committee brings together provider, nursing, ancillary and technical representative to design, build, and troubleshoot processes to allow providers, nurses, and ancillary staff to care for patients safely and efficiently.

The committee will meet at least monthly and more frequently as needed.

*B.* Composition

- 1) A Chairperson appointed jointly by the Chief Medical Informatics Officer and the Medical Staff President
  
- 2) Family and Adult Medicine Department Representative
- 3) Pediatrics Department Representative
- 4) Internal and Specialty Medicine Representative
- 5) At least one (1) representative from Nursing Administration
- 6) At least one (1) representative from Nursing Informatics
- 7) A representative from the Public Health Division
- 8) A representative from the Information Technology Department
- 9) A representative from the Residency Program

In addition, the committee will seek representation from departments whose workflows appear on the meeting agenda, including the various ancillary services departments.

This ICCC Chair or his/her designee shall report to the Medical Executive Committee on an annual basis. The ICCC will make recommendations to IAC and operations leadership as appropriate.

### 9.3.13 Patient Care Policy and Evaluation Committee

#### A. Purpose and Meetings

The Patient Care Policy and Evaluation (PCP&E) Committee monitors, assesses and recommends improvements to the MEC for:

- 1) The clinical and medical records policies and rules of the Medical Staff and of its inpatient clinical units and diagnostic and therapeutic support services (including OR/PAR, ER, CCU's, etc.);
- 2) Medical-related aspects of infection control policies;
- 3) Pharmacy and therapeutics policies and practices; and
- 4) Blood and blood products usage policies and practices.

It also acts as liaison with Nursing and Administration for review and coordination of policies, procedures, rules or regulations under joint Medical Staff-Administration or Medical Staff-Nursing purview and coordinates its activities with those of the Ambulatory Policy Committee. The PCP&EC receives quality assurance findings suggestive of or requiring changes. It serves as a forum for identifying and discussing problems in the delivery of patient care services and in the observance of patients' rights. The PCP&EC meets monthly and reports to the MEC.

#### B. Composition

The Patient Care Policy and Evaluation Committee includes:

- 1) A Physician Chairperson appointed by the Medical Staff President, subject to MEC approval;
- 2) At least 6-8 staff members selected to be representative of major clinical areas;
- 3) A representative of Nursing Service;
- 4) Director of Pharmacy ad-hoc for Pharmacy and Therapeutic function;
- 5) A representative from Pathology Department ad-hoc for blood and blood product review function;
- 6) Manager of Infection Control and Prevention Committee of the Hospital;
- 7) A representative of Administration responsible for policy committee support without vote;
- 8) A Nursing Supervisor/Coordinators for specialty units invited on an ad-hoc basis without vote;
- 9) A representative of other clinical services and professional, technical, administrative support staff participate as consultants in relevant areas of expertise ad-hoc without vote; and
- 10) Director of Health Information management quarterly and as needed without vote.

### 9.3.14 Patient Safety and Performance Improvement Committee

#### A. Purpose and Meetings

The Patient Safety and Performance Improvement Committee (PSPIC) has the authority and responsibility for implementing and directing the Quality Management Program for the Hospital. It is responsible for setting the quality management standards, determining criteria by which care will be measured, setting priorities for which aspects of care will be monitored, and analyzing the quality of care studies, indicators, utilization reports, grievances, survey data, and risk management information. A systematic, multi-disciplinary improvement process is followed. It develops an annual plan for performance improvement activities (Quality Management Plan).

#### B. Composition

The Patient Safety and Performance Improvement Committee includes the following Members:

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to MEC Approval.
- 3) The Medical Staff President;
- 4) The CCRMC Chief Executive Officer;
- 5) The Director of Pharmacy;
- 6) The Chief Medical Officer;
- 7) The Chief Nursing Officer;
- 8) The Ambulatory Care Medical Director;
- 9) The Chief Operating Officer;
- 10) The Chief Quality officer;
- 12) The past Medical Staff President;
- 13) The Chair of the Patient Care Policy and Evaluation Committee; and
- 14) Two (2) Medical Staff Physician representatives, appointed by the Medical Staff President, subject to MEC approval;
- 15) Patient Safety Officer;
- 16) Director of Safety and Performance Improvement;
- 17) Medical Director of Quality and Safety;
- 18) Hospital Medical Director;
- 19) Specialty Medical Director;
- 20) Hospital Regulatory Compliance Officer;
- 21) Quality Manager Program Coordinator;
- 22) One (1) Medical Staff Member representative from the Behavioral Health Division, appointed by the Medical Staff President, subject to MEC approval.

### 9.3.15 Peer Review Oversight Committee

#### A. Purpose and Meetings

The Peer Review Oversight Committee will oversee the peer review that is carried out by the departments. It will supervise the processes, help address systems issues and review cases that involve more than one department.

#### B. Composition

- 1) The Medical Staff President shall serve as Chair of the Committee;
- 2) Each department will have at least one (1) representative. Large departments will have two (2) representatives one from inpatient and the other from outpatient. Large departments are: Family and Adult Medicine, Internal and Specialty Medicine, Surgery, and Psychiatry/Psychology.

### 9.3.16 Perinatal Morbidity and Mortality (PM&M) Committee.

#### A. Function

The Perinatal Morbidity and Mortality Committee (PM&M Committee) is an interdisciplinary committee which monitors perinatal outcomes. It is intended to complement the quality assurance activities of the Departments of Pediatrics and Obstetrics and Gynecology by focusing on those cases whose management involves both obstetrical and pediatric issues. The PM&M Committee reports to the Departments of OB/GYN and Pediatrics.

#### B. Composition.

The Perinatal Morbidity and Mortality Committee consist of:

- 1) All Members in good standing of the Departments of OB/GYN, Pediatrics and Anesthesia. The individual departments established attendance obligations;
- 2) Nurse Program manager for the Perinatal Unit, Clinical Nurse Specialists for maternity and nursery and the RN Case Coordinator are members, all with voting privileges; and
- 3) Regularly invited members, all without vote, including:
  - (a) Consultant Perinatologist;
  - (b) Consultant Neonatologist;
  - (c) Any Member of the Department of Ambulatory Medicine having obstetrical privilege;
  - (d) Any Member of the Resident Staff presently assigned to the Pediatrics or OB/GYN services or with a particular interest in a case being discussed; and
  - (e) Any member of the nursing staff with a particular interest in a case being discussed. The Nurse Program Manager or his/her designee will maintain a file of confidentiality agreements signed by non-physician attendees.

### 9.3.17 Professional Affairs Committee

#### A. Purpose of Meetings

The Professional Affairs Committee consists of the two members of the Governing Body who sit on the Joint Conference Committee. The members of the Professional Affairs Committee shall invite representatives from the Medical Staff and Administration, as appropriate, to its meetings.

#### B. Composition

The Professional Affairs Committee consists of the two (2) members of the Governing Body who sit on the Joint Conference Committee. The members of the Professional Affairs Committee shall invite representatives from the Medical Staff and Administration, as appropriate, to its meetings.

### 9.3.18 Utilization Management Committee

#### A. Purpose and Meetings

The Utilization Management Committee develops and oversees implementation and operation of the utilization management plan relating to inpatient, ambulatory and clinical support services, makes utilization decisions as required under the plan, analyzes utilization profiles and evaluates the effectiveness of the UR program. Physician members of the committee act as the physician advisors required by the UR plan. The URC meets at least quarterly and reports to the Performance Improvement Committee.

#### B. Composition

The Utilization Management Committee includes:

- 1) A Chairperson appointed by the Chairperson of the PSPIC, subject to MEC approval;
- 2) At least 6-8 additional Medical Staff members, selected to provide broad representation from the Medical Staff;
- 3) At least one (1) representative from Administration, without vote;
- 4) Director of Social Services, without vote;
- 5) Representative from Nursing, without vote;
- 6) Representative from Finance, without vote;
- 7) Representative from Quality Assurance Department, without vote; and
- 8) Director of Health Information Management, without vote.

## ARTICLE 10

### MEETINGS

#### 10.1 Medical Staff Meetings

##### 10.1.1 Regular Meetings

General Staff meetings will be held quarterly. The Medical Executive Committee may authorize additional regular general Staff meetings by resolution. The resolution authorizing any such additional meeting shall require notice specifying the place, date, and time for the meeting, and that the meeting can transact any business as may come before it.

##### 10.1.2 Special Meetings

A special meeting of the Medical Staff may be held by the Medical Executive Staff President. A special meeting must be held by the President at the written request of the Governing Body, the Chief Medical Officer, the Administrator, the Medical Executive Committee, or 25% of the active staff in good standing.

#### 10.2 Clinical Department and Committee Meetings

##### 10.2.1 Regular Meetings

Clinical Departments, Division, and Committees may establish by resolution the time for regular meetings. No additional notice is required.

##### 10.2.2 Special Meetings

A special meeting of any Department, Division, or Committee may be held by the Head or Chairperson thereof. A special meeting must be held by the Head or Chairperson at the written request of the Administrator, the Medical Executive Committee, the Medical Staff President, the Chief Medical Officer, or 25% of the group's current members in good standing.

##### 10.2.3 Executive (Closed) Session

Any Committee, Department or Division may call itself into executive session at any time during a regular or special meeting. All ex-officio members shall leave during the executive session unless requested to remain by the Chairperson. Accurate and complete minutes must be made and kept of any executive session.

#### 10.3 Quorum

##### 10.3.1 Medical Staff Meetings

The presence of one-third (1/3) of the active Medical Staff at a General or Special Medical Staff meeting shall constitute a quorum for all appropriate actions except the removal of a



Medical Staff Officer. For a meeting considering the removal of a Medical Staff Officer, the quorum shall be one-half (1/2) of the active Medical Staff. Ex-officio members do not count for quorum purposes.

#### 10.3.2 Department and Committee Meetings

For committees, a quorum shall consist of 25% of the members of a committee by no fewer than two (2) members. For Department and division meetings, a quorum shall consist of 25% of the members. Ex-officio members do not count for quorum purposes.

### 10.4 Manner of Action

Except as otherwise specified, the action of a majority of the members present and voting at a meeting at which a quorum is present shall be the action of the group. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of members, if any action taken is approved by a least a majority of the required quorum for such meeting, or such greater number as may be specifically required by these Bylaws.

### 10.5 Notice of Meetings

Written notice of any regular general medical Staff meeting, or any regular committee or Department meeting, not held pursuant to resolution, will be delivered personally or via mail to each person entitled to attend at not less the five (5) days or more than fifteen (15) days before the date of such meeting. Notice of any special meeting of the Medical Staff, a Department, or a committee will be given orally or in writing at least seventy-two (72) hours prior to the meeting. Personal attendance at a meeting constitutes a waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because of lack of notice. No business shall be transacted at any special meeting except that listed in the meeting notice.

### 10.6 Minutes

Except as otherwise specified herein, minutes of all meetings will be prepared and retained. They shall include, at a minimum, the date and time of the meeting, a record of the attendance or members and the vote taken on all matters. A copy of the minutes shall be signed by the presiding officer of the meeting and forwarded to the medical Executive Committee.

### 10.7 Agenda

The Medical Staff president and Medical Executive Committee shall determine the order of business at a meeting of the Medical Staff. The agenda shall include, insofar as feasible:

- 1) Reading and acceptance of the minutes of the last regular meeting and of all special meetings held since the last regular meeting;
- 2) Administrative reports from the Medical Staff president, Departments, Committees, and the Administrator;
- 3) Election of officers when required by these Bylaws;

- 4) Reports by responsible Officers, Committees and Department on the overall results of patient care audits and other quality review, evaluation, and monitoring activities of the Staff and on the fulfillment of other required Staff functions;
- 5) Old business; and
- 6) New business.

## **10.8 Attendance Requirements**

### 10.8.1 Medical Staff Meetings

The Medical Executive Committee may adopt attendance requirements for the Medical Staff and Department meetings.

### 10.8.2 Special Attendance

At the discretion of the Chairpersons or presiding Officer, when a Member's practice or conduct is scheduled for discussion at a regular Department, Division or Committee meeting, the Member may be requested to attend. If a suspected deviation from standard clinical practice is involved, the notice shall be given at least seven (7) days prior to the meeting and shall include time and place of the meeting and a general indication of the issue involved. Failure of a Member to appear at any meeting, with respect to which he/she was given such notice, unless excused by the Medical Executive Committee upon a showing of good cause, is grounds for corrective action.

## **10.9 Conduct of Meetings**

Unless otherwise specified, meetings shall be conducted according to Robert's Rules of Order; however, technical or non-substantive departures from such rules shall not invalidate action taken at such a meeting.

# ARTICLE 11

## **CORRECTIVE ACTION**

### **11.1 Corrective Action**

#### 11.1.1 Initiation

Any person may provide information to the Medical Executive Committee about the conduct, performance, or competence of its Members. When reliable information indicate a Member may have exhibited acts, demeanor, or conduct reasonably likely to be (a) detrimental to patient safety, (b) unethical or illegal, (c) contrary to the Medical Staff Bylaws and/or rules and regulations, or (d) below applicable professional standards, a request for an investigative and/or corrective action against such Member may be initiated. The President of the Medical Staff, a Department Chair, the Chair of any standing Committee, or the Governing Body may initiate such a request. All requests for corrective action and/or formal investigation shall be in writing, shall be made to the

Medical Executive Committee, and shall be supported by reference to the specific activities or conduct which constitutes the grounds for the request. If the Medical Executive Committee initiates the request, it shall make an appropriate written record of the reasons for the request.

#### 11.1.2 Formal Investigation

If the Medical Executive Committee concludes a formal investigation is warranted, it may conduct the investigation itself, or assign the task to an appropriate medical Staff Officer, Department, or standing or ad-hoc committee of the Medical Staff. If the investigation is delegated, the designee shall proceed with the investigation in a prompt manner and shall provide a written report of the investigation to the Medical Executive Committee as soon as practical. The report may include recommendation for appropriate corrective action. The Member shall be given an opportunity to provide information in a manner and upon such terms as the investigating body deems appropriate. The individual or body investigating the matter may, but is not obligated to, conduct interviews with persons involved; however, such investigation shall not constitute a hearing, nor shall the procedural rules with respect to hearings or appeals apply. Despite the status of any investigation, at all times the Medical Executive Committee shall retain authority and discretion to take whatever action may be warranted by the circumstances, including the imposition of summary suspension, termination of the investigative process, or other action. Any reports that are made to the Medical Executive Committee must be shared promptly with the Member under investigation.

The MEC may also require a medical or psychological exam. The examining physician shall be chosen in the manner described in Section 5.2, however, the Member is not required to pay for the exam.

#### 11.1.3 Medical Executive Committee Action

As soon as practical after the conclusion of the formal investigation (or without a formal investigation if deemed unwarranted), the Medical Executive Committee shall take action that may include, without limitation:

- A. Determining no corrective action is warranted and, if the Executive Committee determines there was no credible evidence for the complaint in the first instance, removing any adverse information from the Member's file;
- B. Deferring action for a reasonable time where circumstances warrant;
- C. Issuing letters of admonition, censure, reprimand, or warning. Nothing herein shall preclude Department Heads from issuing written or oral warnings or counseling. In the event the MEC issues such letters, the affected Member may make a written response which shall be placed in the Member's file;
- D. Recommending the imposition of terms of probation or special limitation upon continued Medical Staff membership or exercise of clinical privileges including,

without limitation, requirements for co-admissions, mandatory consultation, or monitoring;

- E. Recommending reduction, modification, suspension or revocation of clinical privileges;
- F. Recommending reductions of membership status or limitation of any prerogatives directly related to the Member's delivery of patient care;
- G. Recommending suspension, revocation or probation of Medical Staff membership;
- H. Taking other actions that are appropriate under the circumstances.

#### 11.1.4 Subsequent Action

- A. If corrective action as set forth above is recommended by the Medical Executive Committee, the MEC shall notify the Administrator, the Governing Body, and the affected member of the Medical Staff of the recommended action.
- B. The recommendations of the Medical Executive Committee shall be final, unless the affected member or the Governing Body requests a hearing to challenge the recommendations.

## **11.2 Summary Restriction of Suspension**

### 11.2.1 Criteria for Initiation

Whenever a Member's conduct appears to require that immediate action be taken to protect the life or well-being of patient(s) or to reduce a substantial and imminent likelihood of significant impairment of the life, health, or safety of any patient, prospective patient, or other person, the Governing body, the Administrator, the Medical Staff President, the Medical Executive Committee, or the head of the Department in which the Member holds privileges may summarily restrict or suspend the Medical Staff membership or Clinical Privileges of such member. Unless otherwise stated, the summary restriction or suspension shall become effective immediately, and the person or body responsible shall promptly give written notice to the Member as described below, the Governing Body, the Medical Executive Committee, and the Administrator. The summary restriction or suspension may be limited in duration and shall remain in effect for the period stated or until resolved as set forth herein. Unless otherwise indicated by the terms of the summary restriction or suspension, the Member's patients shall be promptly assigned to another member(s) by the Department Chair or by the Medical Staff President, considering, where feasible, the wishes of the patient in the choice of a substitute Member.

### 11.2.2 Written Notice of Summary Suspension

Within one working day of imposition of a summary suspension, the affected Medical Staff Member shall be provided with written notice of such suspension. This initial written notice shall include a statement of facts demonstrating that the suspension was necessary because failure to suspend or restrict the practitioner's privileges summarily could

reasonably result in an imminent danger to the health of an individual. The statements of facts provided in this initial notice shall also include a summary of one or more particular incidents giving rise to the assessment of imminent danger. This initial notice shall not substitute for, but is in addition to, the notice required by these Bylaws for further action of the MEC regarding issues related to such a summary suspension.

#### 11.2.3 Medical Executive Committee Action

As soon as practicable after a summary restriction or suspension has been imposed, but no more than ten (10) calendar days thereafter, a meeting of the Medical Executive Committee shall be convened to review and consider the summary suspension or restriction. The Member may attend the meeting and make a statement concerning the issues under investigation on such terms and conditions as the Medical Executive Committee may impose. In no event shall any meeting of the Medical Executive Committee, with or without the Member in attendance, constitute a hearing, nor shall any procedural rules apply. A Member's failure, without good cause, to attend a meeting of the Medical Executive Committee after a written request to attend was mailed to the Member by the Medical Executive Committee, shall constitute a waiver of the Member's right to appear and be heard. The request of the Medical Executive Committee for the Member to attend the meeting shall be made in writing, mailed to Member's last known address by first class mail of the United States Postal Service at least five (5) calendar days before the meeting, and shall inform the Member that his or her failure to attend said meeting shall constitute a waiver of his or her rights to appear and be heard. The Medical Executive Committee may postpone or reschedule the meeting on the written request of the Member. The Medical Executive Committee may modify, continue, vacate, or terminate the summary restriction or suspension. The Medical Executive Committee shall mail the Member written notice of its decision that shall be effective upon deposit in the United States Mail.

#### 11.2.4 Procedural Rights

Unless the Medical Executive Committee terminated or vacates the summary restriction or suspension, the Member is entitled to the procedural rights afforded by these Bylaws.

### **11.3 Grounds for Automatic Suspensions and/or Restrictions**

In certain instances, the Member's Privileges or membership may be suspended or limited as a result of certain occurrences that disqualify the member from membership or the exercise of certain Privileges. These grounds for automatic suspension do not require any action of the MEC or the Governing Body prior to the suspension and/or restriction. If a Member requests a hearing to challenge these automatic suspensions and/or restrictions, the scope of such a hearing is limited. The only question before the Judicial Review Committee in these situations is whether the grounds for automatic suspension have occurred.

### 11.3.2 Licensure

#### A. Revocation and Suspension

Whenever a Member's license or other legal credential authorizing practice in the state is revoked or suspended by the applicable licensing or certifying authority, Medical Staff membership and Clinical Privileges shall be automatically revoked as of the date such action becomes effective.

#### B. Restriction

Whenever a Member's license or other legal credential authorizing practice in this state is limited or restricted by the applicable licensing or certifying authority, any Clinical Privileges which the Member has been granted at the Hospital which are within the scope of said limitation or restriction are automatically limited or restricted in a similar manner, as of the date such action becomes effective and throughout its term.

#### C. Probation

Whenever a Member is placed on probation by the applicable licensing or certifying authority, his or her membership status and Clinical Privileges are automatically subject to the same terms and conditions of the probation as of the date such action becomes effective and throughout its term.

#### D. Suspension of Membership when a License is Not Renewed

Expiration:

Whenever a Member's license or other credential authorizing practice in the state expires, Medical Staff Membership and Clinical Privileges shall automatically be suspended. If the member renews his or her license and is effective retroactive, the suspension will be vacated. If it is not renewed within six (6) months, Medical Staff Membership and Privileges shall be automatically revoked.

### 11.3.3 Controlled Substances

Whenever a Member's DEA certificate is revoked, limited or suspended, the Member automatically and correspondingly be divested of the right to prescribe medications covered by the certificate, as of the date such action becomes effective and throughout its term.

#### A. Probation

Whenever a Member's DEA certificate is subject to probation, the Member's right to prescribe such medications shall automatically become subject to the same terms of the probation, as of the date such action becomes effective and throughout its term.

##### 11.3.4 Failure to Satisfy Appearance Requirement

Failure of a Member, without good cause, to appear at a Special Appearance is cause for automatic suspension of membership and restriction of Privileges.

##### 11.3.5 Medical Records

Members of the Medical Staff are required to complete medical records within such reasonable time as may be prescribed by the Medical Executive Committee. Failure to comply with the Medical Executive Committee policies regarding completion of medical records is criteria for suspension or other corrective action. If a Member is automatically suspended for incomplete records, his/her membership is automatically reinstated once the medical records are completed. A prolonged period of automatic suspension or a repeated pattern of automatic suspensions for incomplete medical records may be grounds for further corrective action by the Medical Staff and may result in adverse reports to governmental and licensing authorities.

##### 11.3.6 Professional Liability Insurance

Failure to maintain professional liability insurance shall result in the immediate suspension of the Member's Clinical Privileges. Written notice of the suspension shall be mailed to the member at his or her last known address. Said notice shall also state that the member has ninety (90) days to provide proof of professional liability insurance, that the suspension will continue until proof of insurance is provided, and that failure to provide proof of insurance within ninety (90) days shall result in termination of Medical Staff membership. If proof of professional liability insurance is not provided to the Medical Executive Committee within ninety (90) days, the Medical Executive Committee shall mail written notice of termination of Medical Staff membership to the Member at his or her last known address, including the information that he or she is entitled to the procedural rights set forth in these Bylaws.

## ARTICLE 12

### HEARING AND APPELLATE REVIEWS

#### 12.1 Grounds for Hearing

Except as otherwise specified in these Bylaws, any one or more of the following actions or recommended actions shall be deemed actual or potential adverse action and constitute grounds for a hearing:

- 12.1.1 Denial of Medical Staff Membership;
- 12.1.2 Denial of requested advancement in Staff Membership category;
- 12.1.3 Denial of Medical Staff reappointment;
- 12.1.4 Demotion to lower Medical Staff category;
- 12.1.5 Suspension of Staff Membership;
- 12.1.6 Revocation of Medical Staff Membership;
- 12.1.7 Denial of any requested Clinical Privilege(s) except temporary Privileges;
- 12.1.8 Involuntary reduction of current Clinical Privileges, including temporary Privileges;
- 12.1.9 Suspension of any Clinical Privileges, including temporary Privileges;
- 12.1.10 Termination of any or all Clinical Privileges, including temporary Privileges;
- 12.1.11 Involuntary imposition of significant consultation or monitoring requirements, excluding monitoring incidental to provisional status;
- 12.1.12 Any other restriction(s) on Medical Staff membership or Clinical Privileges which is reportable pursuant to Section 805 of the Business and Professions Code.

#### 12.2 Exhaustion of Remedies

If adverse action described above is taken or recommended, the applicant of Member must exhaust the remedies afforded by these Bylaws before resorting to legal action.

#### 12.3 Requests for Hearing

- 12.3.1 Notice of Action or Proposed Action.

In the event of a proposed or actual action against a Member of the Medical Staff or an applicant, the Medical Staff President shall give the Member or applicant:

- 12.3.2 Prompt notice of the recommendation or action, including a brief description of the reasons for the recommendation or action;



- 12.3.3 Notice of the right to request a hearing;
- 12.3.4 Notice that failure to request a hearing within the prescribed time period and in the proper manner constitutes a waiver of rights to a hearing and to an appellate review on the matter that is the subject of the notice;
- 12.3.5 Notice regarding whether the proposed action, if adopted, is reportable pursuant to Business & Professions Code Section 805 and following;
- 12.3.6 A summary of the rights the Member or applicant will have at the hearing.
- 12.3.7 Requesting a Hearing

The affected Member or applicant must request a hearing within thirty (30) calendar days after the date of the notice of action or proposed action. The request for hearing shall be in writing and address to the Medical Staff President. Failure to make a timely request and in the manner described may result in the denial of a hearing at the discretion of the Medical Executive Committee.

#### 12.3.8 Time and Place for Hearing

Upon receipt of a request for hearing, the Medical Staff President shall schedule a hearing and provide notice to the Member or applicant of the time, place and date of the hearing. The hearing shall commence not less than thirty (30) days or more than ninety (90) days from the date of the Notice of Hearing. When the Member is under summary suspension, the hearing shall commence not more that forty-five (45) days from the date of the Notice of the Hearing is mailed or otherwise delivered to the Member under summary suspension. The Member may waive these time limits if he/she wishes.

#### 12.3.9 Notice of Charges

In the Notice of Hearing, the Medical Staff President shall state the reason(s) for the adverse action taken or recommended, including the acts or omissions with which the Member or applicant is charged and a list of the charges in question, where applicable. In addition, the Medical Staff President shall furnish a list of witnesses the Medical Executive Committee expects will testify on its behalf at the hearing. This list may be amended at a later time should new names emerge.

#### 12.3.10 Judicial Review Committee

When a hearing is requested, the Medical Executive Committee shall appoint a Judicial Review Committee which shall be composed of not less than five (5) Members of the Medical Staff who have not actively participated in the consideration of the matter leading up to the recommendation or action and who are not in direct economic competition with the member charged. The Medical Executive Committee shall designate

one of the five as Chair. Knowledge of the matter involved shall not preclude a Member of the Medical Staff from serving as a member of the Judicial Review Committee. In the event that it is not feasible to appoint a Judicial Review Committee from the Medical Staff, the Medical Executive Committee may appoint practitioners who are not Members of the Medical Staff. The Judicial Review Committee shall include at least one member with the same healing arts licensures as the affected Member. All other members shall have M.D. or D.O. degrees.

#### 12.3.11 Failure to Appear or Proceed

Failure, without good cause, of the Member or applicant to personally attend and proceed at such a hearing shall constitute voluntary acceptance of the recommendations or action at issue.

#### 12.3.12 Postponements and Extensions

Once a hearing is requested, postponements and extension of time beyond the times permitted in these Bylaws may be permitted by the Medical Staff President, the Judicial Review Committee, or its Chairperson on a showing of good cause.

### **12.4 Hearing Procedure**

#### 12.4.1 Pre-hearing Procedure

- A. The Medical Executive Committee or its designee may request, in writing, a list of names and addresses of all persons the Member or applicant anticipates calling to testify at the hearing on the Member's or applicant's behalf. The Member or applicant shall furnish the witness list within seven (7) days of the date of the request. Upon written request, the Medical Executive Committee or its designee shall provide the Member or applicant with copies of all documents upon which the adverse action is based. Upon written request, the Member or applicant shall provide the Medical Executive Committee or its designee with copies of all documents the Member or applicant expects to present at his/her hearing.
- B. It is the duty of the Member or applicant and the Medical Executive Committee or its designee to exercise reasonable diligence in notifying the Chairperson of the Judicial Review Committee of any pending or anticipated procedural disputes as far in advance of the scheduled hearing as possible, in order that decision concerning such matters may be made in advance of the hearing. Objections to any pre-hearing decision may be again made at the hearing.

#### 12.4.2 Representation

The hearings provided for in these Bylaws are for the purpose of intra-professional resolution of matters bearing on professional conduct, professional competency, and/or character. The Member or applicant shall be entitled to representation by legal counsel in

any phase of the hearing and shall receive notice of the right to obtain representation by an attorney at law. In the absence of legal counsel, the Member or applicant shall be entitled to be accompanied by and represented at the hearing by a practitioner licensed to practice in the State of California who is not also an attorney at law. If the Member or applicant is not represented by an attorney, the Medical Executive Committee shall appoint a representative who is not an attorney to represent its position, present the supporting witnesses and material, examine witnesses, and respond to appropriate questions. The Medical Executive Committee shall only be represented by an attorney at law if the Member or applicant is also represented by an attorney.

#### 12.4.3 The Hearing Officer

The Medical Executive Committee shall appoint a Hearing Officer (who may also be the Chair of the Judicial Review Committee) to preside at the hearing. The Hearing Officer will not act as a prosecuting officer or as an advocate. The Hearing Officer shall endeavor to ensure that all participants in the hearing have a reasonable opportunity to be heard and to present relevant oral and documentary evidence in an efficient and expeditious manner, and that proper decorum is maintained. The Hearing Officer shall determine the order of or procedure for presenting evidence and argument during the hearing and shall have the authority and discretion to make all rulings on questions that pertain to matters of law, procedure and/or the admissibility of evidence. If the Hearing Officer determines that any participant is not proceeding in an efficient and expeditious manner, the Hearing Officer may take actions as seems warranted by the circumstances.

#### 12.4.4 Hearing Record

A record of the hearing shall be made that is of sufficient accuracy to permit review by any appellate group that may later be called upon to review the matter. The Judicial Review Committee may determine to make the record by use of (a) a court reporter or (b) by a tape recording and minutes of the proceedings. The Member or applicant may request, in writing, a copy of the hearing record. The copy will be provided to the Member or applicant upon payment of the cost of preparing and copying the record.

#### 12.4.5 Rights of the Parties

Both parties at the hearing may call and examine witnesses for relevant testimony, introduce relevant documents, cross-examine and/or impeach witnesses who have testified on any matter relevant to the issues, and otherwise rebut evidence, as long as these rights are exercised in an efficient and expeditious manner. The Member or applicant may be called by the Medical Executive Committee or its designee and examined as if under cross-examination. The Member or applicant may, at the beginning of the hearing, challenge the membership of the Judicial Review Committee because of alleged conflict of interest on the part of any committee member. Should such a challenge occur, the Medical Staff President may choose to remove and replace the challenged member

(requiring a postponement if necessary) or proceed without removal. If the Medical Staff President chooses to proceed without removal, any challenge by the Member or applicant shall be made succinctly in writing and shall be make part of the hearing record.

#### 12.4.6 Miscellaneous Rules

Judicial rules of evidence and procedure relating to the conduct of the hearing, examination of witnesses, and presentation of evidence, do not apply to a hearing conducted under this Article. Any relevant evidence, including Quality Assurance profiles, credentials files, and hearsay shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law. However, no finding of fact may be based solely on hearsay. The Judicial Review Committee may interrogate the witnesses and/or call additional witnesses if it deems such action appropriate. At its discretion, the Judicial Review Committee may request or permit both sides to file written arguments. A Medical Staff Member does not have the right to view or use peer review information of other practitioners as part of the fair hearing process.

#### 12.4.7 Burden of Proof

When a hearing related to denial of initial appointment, denial of requested Department or division membership, denial or restriction of Clinical Privileges, mandatory consultation or supervision requirements as it pertains to an initial application for membership or Privileges, or denial of a request to advance from courtesy to active Staff, or termination due to inactivity, the practitioner has the burden of proving that the adverse action or recommendation lacks a substantial factual basis or that the action is arbitrary, unreasonable, or capricious. Otherwise, the Medical Executive Committee has the burden of proving that the adverse action is warranted and has a substantial factual basis.

#### 12.4.8 Adjournment and Conclusion

After the presentation of the oral and written evidence, oral closing arguments, or written closing arguments, if requested by the Judicial Review Committee, the hearing shall be closed.

#### 12.4.9 Basis for Decision

The decision of the Judicial Review Committee shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences from the evidence and the testimony, and shall be within the constraints of these Bylaws. The decision of the Judicial Review Committee shall be final, subject to the Appeal provision of these Bylaws.

#### 12.4.10 Presence of Judicial Review Committee members and Vote

A majority of the Judicial Review Committee must be present throughout the hearing and deliberations. If the committee member is absent from any part of the proceedings, he/she may not participate in the deliberations or the decision.

#### 12.4.11 Decision of the Judicial Review Committee

- A. The Judicial Review Committee shall make findings of fact.
- B. The Judicial Review Committee may make one of the following decisions based upon the findings of fact:
  - 1) The action of the Medical Executive Committee is sustained;
  - 2) The action of the Medical Executive Committee is overturned; or
  - 3) The action of the Medical Executive Committee is modified. (The modification may be less or more adverse to the Member or applicant than the action of the Medical Executive Committee.)
- C. The Judicial Review Committee shall make its decision by simple majority vote. The numerated results of the vote are not reported in the final report of the Judicial Review Committee.
- D. Within thirty (30) workdays after adjournment of the hearing, the Judicial Review Committee shall render a decision, which shall be in writing. If the Member is currently under suspension, however, the time for the decision and report shall be fifteen (15) workdays. The original report and decision shall be forwarded to the Medical Staff President, the Professional Affairs Committee and the Member or applicant at his or her last known address. The report shall contain the findings of fact, a statement of the reasons in support of the decision, and the decision. The decision of the Judicial Review Committee shall be final, subject to such rights or appeal as set forth in these Bylaws.

### **12.5 Appeals**

#### 12.5.1 Time for Appeal

Within ten (10) calendar days of the date that the report/decision of the Judicial Review Committee is mailed to the Member of applicant, either the Member or applicant or the Medical Executive Committee may request an appellate review of the decision. The written request for such review shall be delivered to the Medical Staff President and mailed or delivered to the other party to the hearing. If a request for appellate review is not made within the specified time period, the decision of the Judicial Review Committee shall be final.

#### 12.5.2 Grounds for Appeal

A written request for an appeal shall include an identification of the grounds for appeal and a clear and concise statement of the fact in support of the appeal. The grounds for

appeal from the hearing shall be: (a) substantial non-compliance with the procedures required by these Bylaws or applicable law which has created demonstrable prejudice; (b) the decision was not supported by substantial evidence based upon the hearing record or such additional information as may be permitted.

#### 12.5.3 Time, Place and Notice

If an appellate review is to be conducted, the appeal board shall, within thirty (30) days after receipt of notice of appeal, schedule a review date and cause each side to be given notice of the time, place and date of the appellate review. The date of appellate review shall not be less than thirty (30) nor more than sixty (60) days from the date of such notice, provided, however, that when a request for appellate review concerns a Member who is under suspension which is then in effect, the appellate review shall be held as soon as the arrangements may reasonably be made, not to exceed fifteen (15) days from the date of the notice. The time for appellate review may be extended by the appeal board for good cause.

#### 12.5.4 Appeal Board

The Governing Body, or an authorized committee of the Governing Body, shall sit as the Appeal Board. Knowledge of the matter involved shall not preclude any person from serving as a member of the Appeal Board, so long as that person did not take part in a prior hearing on the same matter. The Appeal Board may select an attorney to assist it in the proceeding, but that attorney shall not be entitled to vote with respect to the appeal.

#### 12.5.5 Appeal Procedure

The proceeding by the Appeal Board shall be in the nature of an appellate hearing based upon the record of the hearing before the Judicial Review Committee, provided that the Appeal Board may accept additional oral or written evidence, subject to a foundational showing that such evidence could not have been made available to the Judicial Review Committee in the exercise of reasonable diligence and subject to the same rights of cross-examination or confrontation provided at the Judicial Review Hearing; or the Appeal Board may remand the matter to the judicial Review Committee for the taking of further evidence and for decision. Each party shall have the right to be represented by legal counsel in connection with the appeal, to present a written statement in support of his or her position on appeal and, in its sole discretion, the Appeal Board shall present its written recommendations as to whether the Governing Body should affirm, modify, or reverse the Judicial Review Committee decision, or remand the matter to the Judicial Review Committee for further review and decision.

#### 12.5.6 Decision

- A. Except as otherwise provided herein, within thirty (30) days after the conclusion of the appellate review proceeding, the Governing Body shall render a decision in writing and shall forward copies thereof to each side involved in the hearing.
- B. The Governing Body may affirm, modify, or reverse the decision of the Judicial Review Committee or remand the matter to the Judicial Review Committee for reconsideration. If the matter is remanded to the Judicial Review Committee for further review and recommendation, said committee shall promptly conduct its review and make its recommendations to the Governing Body. This further review and the time required to report back shall not exceed thirty (30) days in duration except as the parties may otherwise agree or for good cause as jointly determined by the Chairpersons of the Governing Body and the Judicial Review Committee.
- C. In the event the decision of the Governing Body is unfavorable to the applicant or Member, that action shall become final. In the event the decision is favorable, that action also shall become final unless the Medical Executive Committee elects within fifteen (15) days to submit the matter to an ad-hoc committee. This ad-hoc committee shall be composed of two (2) members of the Governing Body (appointed by the Chair of the Governing Body) and two (2) Members of the Medical Staff (as appointed by the Medical Staff President) and shall have access to the records from the hearing and appeal. The decision of this committee shall be in writing within thirty (30) days of receipt of the matter unless extended for good cause. The decision of this committee shall specify the reasons for the action taken and shall be forwarded to the Governing Body who shall reconsider its action, and then render a final decision.

#### 12.5.7 Right to One Hearing

No Member or applicant shall be entitled to more than one evidentiary hearing and one appellate review on any matter that has been the subject of adverse action or recommendation.

### **12.6 Exceptions to Hearing Rights**

#### 12.6.1 Automatic Suspension or Limitations of Practice Privileges.

In the circumstances set forth in these Bylaws causing Automatic Suspension, the issues which may be considered at a hearing, if requested, shall not include evidence designed to show that the determination by the licensing or credentialing authority was unwarranted, but only (1) whether the revocation, suspension, restriction, or probation occurred, (2) the terms of any restrictions, or probation, and (3) whether the Member may continue to practice in the Hospital with the Limitations imposed by the licensing or credentialing authority.

#### 12.6.2 Expunction of Disciplinary Action.

Upon petition, the Medical Executive Committee, in its sole discretion, may expunge previous disciplinary action upon a showing of good cause or rehabilitation.

## ARTICLE 13

### CONFIDENTIALITY

#### 13.1 General

Discussion, deliberation, records and proceedings of all meetings of all Medical Staff committees having the responsibility of evaluation and improvement of quality care rendered in this Hospital, including, but not limited to meetings of the Medical Staff meeting as a committee of the whole, meeting of Departments and Division, meeting of Committees, and meetings of special and ad-hoc committees and including information regarding any Member or applicant to the Medical Staff, shall be confidential to the fullest extent permitted by law.

“Records” includes, but is not limited to, the credentials and quality assurance profiles of individual practitioners and the records of all Medical Staff credentialing, peer review, and quality review activities.

Records will be disclosed only in the furtherance of credentialing, peer review, and quality review activities, and only as specifically permitted under the condition described in this Article, or otherwise required by law.

Records that are disclosed to the Governing Body of the Hospital or its authorized representatives, in order for the Governing Body to discharge its lawful obligations and responsibilities, shall be maintained as confidential.

#### 13.2 Breach of Confidentiality

Inasmuch as effective peer review and consideration of the qualifications of Medical Staff Members and applicants to perform specific procedures must be based on free and candid discussions, any breach of confidentiality provision of these Bylaws, except in conjunction with other Hospital, professional society, or licensing authority duties, is unauthorized conduct for any Medical Staff member and is grounds for corrective action.

#### 13.3 Protection

All Medical Staff records shall be maintained in the Medical Staff Office and in the Quality Assurance Department. Such records shall be maintained in locking cabinets under the custody of the Chairpersons of the Credentials Committee and the Patient Safety and Performance Improvement Committee or their designees. The profile cabinets will be locked except during such times as these Chairpersons or their designees are able to monitor access to the records.



## **13.4 Access by persons or Agencies Outside the Jurisdiction of the Hospital**

### **13.4.1 Credentialing or Peer Review at Other Hospitals**

The Medical Staff president, the Credentials Committee Chairperson or the designee of either, may release information contained in a credentials profile in response to a request from another hospital or its Medical Staff. That request must include information that the practitioner is a member of the requesting hospital's Medical Staff, exercise privileges at the requesting hospital, or is an applicant for Medical Staff membership or privileges at that hospital, and must include a release for such records signed by the concerned practitioner.

### **13.4.2 Requests by Hospital Surveyor/Investigators**

Hospital surveyor/investigators are entitled to inspect records (excluding quality assurance profiles, which shall not be made available to any persons or agencies outside the jurisdiction of the Hospital) covered by this Article on the hospital premises in the presence of the Medical Staff President (or designee), provided that:

- A. No originals or copies may be removed from the premises;
- B. Access is only with concurrence of the Administrator (or designee) and the Medical Staff President (or designee); and
- C. The surveyor demonstrates the following to Hospital and Medical Staff representatives;
  - 1) That the surveyor has specific statutory or regulatory authority to review the requested materials;
  - 2) That the materials sought are directly relevant to the matter being investigated;
  - 3) That the materials sought are the most direct and least intrusive means to carry out the pending investigation or survey, bearing in mind that credentials profiles regarding individual practitioners are confidential materials;
  - 4) That sufficient specificity is provided to allow for the production of individual documents without undue burden to the Hospital or Medical Staff; and
  - 5) That in the case of a request for documents with physician identifiers, the need for such identifiers is documented.
  - 6) Additionally, at the discretion of the Medical Staff President and the Administrator, the surveyor may be asked to sign a statement acknowledging notification of the provisions of confidentiality. If he/she declines to sign, it will be noted at the bottom of the prepared statement that the surveyor, identified by name, has declined to sign but has been provided a copy of confidentiality provisions.

### **13.4.3 Subpoenas**

All subpoenas of Medical Staff records shall be referred to the Administrator, who shall have the option of consulting legal counsel for the purpose of formulation a response.

The Administrator shall notify the Medical Staff President when a subpoena for Medical Staff records is received.

#### 13.4.4 Requests from Licensing Boards

Current law allows the California Medical Board, the Board of Osteopathic Examiners, and the Board of Dental Examiners to review certain materials pertaining to Medical Staff hearings concerning corrective action recommendations or decisions. Given the current requirements of law, copies of the following records of a Medical Staff disciplinary hearing shall be made available to the appropriate licensing board upon the specific request of such board:

- A. The Notice of Charges presented to the practitioner before the beginning of a Medical Staff hearing;
- B. Any document, medical record, or other exhibit received in evidence at the hearing; and/or,
- C. Any written opinion, finding, or conclusions of the Medical Staff hearing committee that were made available to the concerned practitioner.

In the event that the concerned practitioner did not request a hearing as per these Bylaws, the Notice of Action or Proposed Action shall be made available

The Medical Staff President, or designee, must review and approve the disclosure before it is made. Any request for documents other than those cited above shall be disclosed only in accordance with this Article.

#### 13.4.5 Other Requests

All other requests for information contained in the Medical Staff records shall be forwarded to the Medical Staff President and the Administrator for an appropriate response.

### **13.5 Access by Persons within the Jurisdiction of the Hospital**

#### 13.5.1 Quality Assurance Profiles

- A. Any practitioner may review his/her Quality Assurance profiles and/or work folder without cause and without approval by giving timely notice in writing to the designee of the Medical Executive Committee. An observer shall be present when the practitioner is reviewing his/her profile. When a Member has reviewed his/her profile as provided under this section, he/she may request a correction or deletion of information in his/her Quality Assurance profile by written request to the Medical Executive Committee. Such a request shall include a statement of the basis for the action requested. The request will be considered and acted upon in accordance with the Bylaws.

- B. Except as noted above, no Member of the Medical Staff, other than those specified in the Bylaws, may be provided with access to a practitioner's Quality Assurance profile and/or work folder. No member of the Hospital Administration or the Governing Body may be provided with access to practitioner's Quality Assurance profile or work folder, except as required by the administrative hearing process in these Bylaws. The individual practitioner under review will be notified in writing whenever this request occurs.
- C. Quality Assurance profiles may be submitted as evidence during a fair hearing conducted pursuant to these Bylaws.

#### 13.5.2 Credential Files

A Medical Staff Member shall be granted access to his/her own credentials files, subject to the following provisions;

- A. The request shall give timely notice to the Medical Staff President or his/her designee;
- B. The Member may review, and receive a copy of, only those documents provided by or personally address to the Member. A summary of all other information, including peer review committee findings, letters of reference, monitoring reports, complaints, etc., shall be provided to the Member in a timely manner, in writing, by the Medical Staff President or designee. Such summary shall disclose the substance, but not the source, of the information summarized;
- C. The review by the Member shall take place in the Medical Staff Office, during normal working hours, in the presence of the Medical Staff President or designee.

13.5.3 When a Member has reviewed his/her file, he/she may address to the Medical Staff President a written request for correction or deletion of information in his/her credentials files. Such request shall include a statement of the basis for the action requested. The Medical Staff President shall review such a request within a reasonable time and shall recommend to the Medical Executive Committee after such review whether to make the correction or deletion requested. The Medical Executive Committee, when so informed, shall either grant or deny the request by a majority vote. The Member shall be notified promptly, in writing, of the decision of the Medical Executive Committee. In any case, a Member shall have the right to add to his/her own credentials profile a statement responding to any information contained in the file.

13.5.4 The Medical Staff President, Department Chairpersons, committee chairpersons, the Chief Medical Officer, and the Administrator shall have access to credentials files to the extent necessary to perform their official duties. Medical Staff committee members shall have access only to the records of committees on which they serve.

13.5.5 No members of the Hospital Administrator or the Governing Body will be given access to a practitioner's credentials file; however, the Governing Body or its designee, consistent

with its ultimate responsibility to oversee quality of care, may wish to have an individual practitioner's credentials profile evaluated for specific reasons of concern. The individual practitioner under review must be immediately notified in writing whenever this request occurs.

## ARTICLE 14

### GENERAL PROVISIONS

#### **14.1 Rules and Regulations**

The Medical Staff must annually review the Rules. The procedure for adopting, amending, and repealing the Rules is set forth in Article 15 of the Bylaws. Once a rule or regulations is adopted or amended by the Governing Body, it is effective and governs applicants and Members of the Medical Staff. If there is a conflict between the Bylaws and the Rules, the Bylaws prevail. The process set forth in Article 15 of the Bylaws is the sole method for the initiation, adoption, amendment, and repeal of medical Staff Rules.

#### **14.2 Dues or Assessments**

The Medical Executive Committee shall annually recommend the amount of annual dues or assessments, if any, for each category of Medical Staff membership, subject to the approval of the Medical Staff, and to determine the manner of expenditure of such funds.

#### **14.3 Construction of Terms and Headings**

The captions or headings in these Bylaws are for convenience only and are not intended to limit or define the scope of or affect any of the substantive provisions of these Bylaws. These Bylaws apply with equal force to both genders wherever either term is used.

#### **14.4 Authority to Act**

Any Member or Members who act in the name of this Medical Staff without proper authority shall be subject to such disciplinary action, as the Medical Executive Committee may deem appropriate.

#### **14.5 Division of Fees**

Any division of fees by Members of the Medical Staff is forbidden and any such division of fees shall be cause for exclusion or expulsion from the Medical Staff.

#### **14.6 Special Notices**

Except as otherwise provided in these Bylaws, all notices, demands and requests required or permitted to be mailed shall be in writing addressed to the last known address provided by the Member, sealed, with postage fully paid, and deposited in the United States Postal Service. In the alternative, any notice, demand, or request that is required or permitted to be mailed may be hand-delivered. If the official records of the Medical Staff and the Hospital contain different addresses, the notice, request or demand shall be mailed to both addresses.

## **14.7 Requirements for Elections of Medical Staff President, Department Heads, Division heads and for Bylaws Amendments**

### 14.7.1 Elections by Secret Ballot:

All elections shall be by secret ballot.

### 14.7.2 Eligibility to Vote:

Only active Members of the Medical Staff in Good Standing may vote in elections governed by these Bylaws. An active Member of the Medical Staff is one who has been approved for active status by the Governing Body at least seven (7) days before the day ballots are mailed.

### 14.7.3 Mailing Address:

It is the responsibility of each Member of the Medical Staff to provide the Medical Staff Office with his/her current mailing address. Ballots will be mailed to the last address provided by the Medical Staff Member.

### 14.7.4 Runoff Elections:

A candidate shall be elected by a majority of the votes cast. If no candidate receives a majority vote on the first ballot, a runoff election shall be conducted as soon as is practical between the two candidates who received the highest pluralities. If the runoff election results in a tie, the election shall be repeated. If there is still a tie, the Medical Staff president will cast the deciding vote. If the election is for the Medical Staff President, the Medical Executive Committee will decide.

### 14.7.5 Voting within Committees and Departments:

At the discretion of the Department Chair, ballots may be by voice, by hand, or by secret ballot. However, at the request of any voting Member within that committee or Department, that vote shall be by secret ballot. Voting Members are determined in accordance with these Bylaws.

## **14.8 Disclosure of Interest.**

All nominees for election or appointment to Medical Staff offices, Department Chairs, or the Medical Executive Committee shall, at least twenty (20) days prior to the date of election or appointment, disclose in writing to the Medical Executive Committee those personal, professional, and financial affiliations and relationships of which they are reasonably aware that could foreseeably result in a conflict of interest with their activities or responsibilities on behalf of the Medical Staff.

## **14.9 Authorization, Immunity, and Releases.**

### 14.9.1 Authorization and Conditions.

By applying for or exercising clinical privileges within this hospital, an applicant;

- A. Authorizes representatives of the hospital and the Medical Staff to solicit, provide, and act upon information bearing upon, or reasonably believed to bear upon, the applicant's professional ability and qualifications;
- B. Authorized persons and organizations to provide information concerning such practitioner to the Medical Staff;
- C. Agrees to be bound by the provisions of this Article and to waive all legal claims against any representative of the Medical Staff or the hospital who acts in accordance with the provisions of these Bylaws; and
- D. Acknowledges that the provisions of these Bylaws are express conditions to an application for Medical Staff membership, the continuation of such membership, and to the exercise of clinical privileges at this hospital.

### 14.9.2 Releases.

Each applicant or Member shall, upon request of the Medical Staff or hospital, execute general and specific releases as necessary to carry out the provision of these Bylaws.

## **14.10 Standards for History and Physical Examination.**

14.10.1 The complete history and physical examination (H&P), as required for the patient's medical record, shall be completed within twenty-four (24) hours after admission of the patient, and, in case a patient is admitted for surgery, shall be completed prior to the time surgery is done. When the history and physical examination is dictated, a holding note must be recorded in the medical record at the time of examination. A history and physical may be performed up to thirty (30) days in advance provided a durable and legible copy is inserted into the inpatient medical record no later than twenty (24) hours after admission and is updated as appropriate.

### 14.10.2 Special Standards for Elective Surgery.

The following procedure is to be followed when scheduling a patient for either elective outpatient surgery or elective surgery to be done on the day of admission (for general or regional anesthesia.)

14.10.3 The scheduling surgeon must schedule the patient for a pre-op H&P to be done within thirty (30) days prior to surgery. The surgeon must clearly enter in the medical record:

- A. The procedure being scheduled and type of anesthesia;
- B. The surgical indications;
- C. Whether the patient is to be admitted following the surgery.

10.10.4 It is the responsibility of the surgeon scheduling the procedure to obtain informed consent from the patient at the time it is scheduled, having explained the risks and benefits to the patient.

10.10.5 The pre-op H&P and all ordered tests will be reviewed by the anesthesiologist prior to surgery. The provider performing the H&P and/or the primary care provider may be consulted in evaluation of abnormal results prior to cancellation of surgery.

## ARTICLE 15

### ADOPTION AND AMENDMENT OF BYLAWS AND RULES

#### **15.1 Annual Review.**

These Bylaws and the Rules shall be reviewed annually by the Medical Executive Committee.

#### **15.2 Procedure.**

Upon the request of the Medical Staff President, the Medical Executive Committee, the Administrative Affairs Committee, or upon timely written petition signed by at least 10% of the Members of the Medical Staff in Good Standing who are entitled to vote, consideration shall be given to the adoption, amendment or repeal of these Bylaws or Rules.

#### **15.3 Medical Staff Action.**

These Bylaws and Rules may be adopted, amended, or repealed by:

15.3.1 The affirmative vote of a majority of the active Staff Members in Good Standing present at a regular or special Staff Meeting at which a quorum attends, provided that the proposed documents or amendments are made available to Staff Members entitled to vote thereon no less than two (2) weeks before balloting with or at the time of notice of the meeting; or

15.3.2 The affirmative vote of a majority of ballots returned by Members in Good Standing, provided that a copy of the proposed documents or amendments are made available to each Staff member entitled to vote thereon no less than two (2) weeks before balloting, and provided that no less than two (2) weeks' time interval exists between the date the ballot was mailed to active Members and the due date of the ballot.

All elections to adopt amend or repeal the Bylaws or Rules and Regulations shall be conducted in accordance with these Bylaws.

#### **15.4 Approval.**

By laws and Rules changes adopted by the Medical Staff shall not become effective until approved by the Governing Body. Neither the Medical Staff nor the Governing Body may unilaterally amend the Bylaws or Rules.

**15.5 Exclusivity.**

The mechanism described herein shall be the sole method for the initiation, adoption, amendment, and/or repeal of the Bylaws or Rules.



## Rules and Regulations

These Rules and Regulations are adopted pursuant to Article 15 of the Medical Staff Bylaws. These Rules use the same Definitions as the ones described in the Bylaws. The Rules specifically include those policies and procedures that are referenced herein.

### 1. General Rules

#### A. Admissions

1. All admissions of patients are subject to rules delineated in the Medical Staff Bylaws, specific department policies and hospital policies.

#### B. Continuous Responsibility for Patients

##### 1. Inpatient

- a. The attending physician is responsible for the complete and continuing care of his/her patients. He/she is required to keep appropriate personnel informed as to where he/she can be reached in case of emergency and shall designate at least one physician to render emergency or other necessary patient care if he/she is not available. Each patient shall be reassessed daily.

##### 2. Outpatient

- a. Primary Care Providers are responsible for their panel of patients as described in the Ambulatory Care Policies.

#### C. Medical Records

##### 1. General Provisions

- a. Abbreviations
  - i. An “Unacceptable Abbreviations List” is posted throughout the hospital and clinics. Copies may be obtained from Medical Records.
- b. Records Belonging to Health Services Department
  - i. Refer to Hospital Policy 705 – Removal, Retention and Destruction of Protected Health Information. All medical records and other records relating to the admission, care and discharge of a patient are the property of the Contra Costa County Health Services Department and may be removed from the Health Services Department’s jurisdiction and safekeeping only in accordance with a subpoena, court order or other statute. In case of readmission of any patient, all previous records shall be available to the attending physician.

- c. Electronic Signature
  - i. Approved electronic signature of medical records is acceptable for chart completion.

## **2. Completion of Records**

- a. Inpatient Records
  - i. Responsibilities of the Members of Medical Staff and General Provisions
- b. Content of Staff Entry
  - i. The attending physician shall be responsible for preparing a complete medical record for each patient as described in Hospital Policy 706 – Medical Record Content. This record shall include at least the following minimum information.
  - ii. Patients shall be discharged only upon the order of the attending physician or another physician acting as his/her representative. At the time the patient is discharged, the attending physician shall complete the medical record, indicate the reason for admission, state the final diagnosis, record treatment and/or procedures performed, describe the condition of the patient on discharge, including specific comparison with condition on admission and any specific instructions given the patient and/or family (e.g., diet, medication, physical activity and follow-up care.) When pre-printed instructions are given to the patient, the record should so indicate and a sample of the instruction sheet in use at the time must be kept on file in the Medical Records Department. All medical record entries must be signed and dated.
  - iii. When a patient has been hospitalized a discharge summary is required.
  - iv. All surgery performed shall be fully described by the operating surgeon in the patient's medical record. Such description shall include a detailed account of the technique used, identification of tissues and foreign material removed, if any, and a description of the findings. Such description shall be done immediately after surgery is concluded. A brief interim operative note shall be placed in the medical record immediately after surgery is concluded if the complete note is not immediately visible in the electronic health record.
  - v. At the discretion of the attending physician, tissues and foreign materials removed in surgery shall be submitted, together with adequate clinical information, to the pathologist on duty. The Pathology Department may establish appropriate guidelines.
  - vi. In addition to the operating surgeon's report, the record of every operation involving use of an anesthetic other than local shall include a proper anesthetic record and a post-anesthetic follow-up report.

- vii. Standards for History and Physical Examination. The complete history and physical examination (H&P), as required for the patient's medical record, shall be completed within twenty-four (24) hours after admission of the patient, and, in case a patient is admitted for surgery, shall be completed prior to the time surgery is done. When the history and physical examination is done a holding note must be recorded in the medical record at the time of examination. History and physical may be performed up to thirty (30) days in advance provided a durable and legible copy is inserted into the inpatient medical record no later than twenty-four (24) hours after admission of the patient, and, in case a patient is admitted for surgery, shall be completed prior to the time surgery is done. When the history and physical examination is done a holding note must be recorded in the medical record at the time of examination,. A history and physical may be performed up to thirty (30) days in advance provided a durable and legible copy is inserted into the inpatient medical record no later than twenty-four (24) hours after admission and is updated as appropriate. At a minimum the H&P will include the following sections: HPI, Problem List, Allergies, Medications, Physical Exam, and Assessment/Plan.
- viii. Special Standards for Elective Surgery. The following procedure is to be followed when scheduling a patient for either elective outpatient surgery or elective surgery to be done on the day of admission (for general or regional anesthesia.)
1. The scheduling surgeon must schedule the patient for a pre-op H&P to be done within thirty (30) days prior to the surgery. The surgeon must clearly enter in the medical record:
    - a. The procedure being scheduled and type of anesthesia;
    - b. The surgical indications;
    - c. Whether the patient is to be admitted following the surgery.
  2. It is the responsibility of the surgeon scheduling the procedure to obtain informed consent from the patient at the time it is scheduled, having explained the risks and benefits to the patient.
  3. A History and Physical shall be done on all pre-op patients.
  4. Pre-op lab work should be scheduled within two weeks prior to surgery.
  5. The pre-op H&P and all ordered tests will be reviewed by the anesthesiologist prior to surgery. The provider performing the H&P and/or the primary care provider may be consulted in evaluating abnormal results prior to cancellation of surgery.

**3. Delinquency**

- a. All charts must be completed within the time limits specified below. A “complete medical record” is defined as one that meets all criteria as set forth.

**i). Inpatient and Surgery**

| <b>Document</b>  | <b>Time Due</b>   |
|--|---|
| Discharge Summary.....                                       | Thirteen (13) days post discharge   |
| Inpatient History/Physical.....                              | Twenty-four (24) hours post admission   |
| Interval History/Physical.....                               | Less than twenty-four (24) hours prior to surgery   |
| Operative Report.....  | Immediately after surgery   |
| Pre-anesthesia evaluation.....                               | Must be completed prior to being placed under anesthesia unless extreme emergency                           |
| Post-Anesthesia note.....                                    | 6 hours after conclusion of anesthesia  |
| <br>   |   |
| Verbal orders.....   | Authenticated by twenty-four (24) hours for IV Fluid or IV drug orders; all others within 48 hours          |
| Other inpatient documentation as required by law, including; | At hospital discharge   |
| a) Diagnostic and therapeutic orders;                        | } Must be signed within thirteen (13) days and are delinquent after the fourteenth (14 <sup>th</sup> ) day. |
| b) Clinical observations and results of therapy;             |   |
| c) Reports of procedures, tests, and their results;          |   |
| d) Conclusions at the termination of care.                   |   |
| e) All inpatient dictations.                                 |   |

**ii. Outpatient Records**

- a. Providers are encouraged to chart as soon as possible after visit. At a minimum, the diagnosis and treatment plan shall be charted at the time of the visit. The provider note must be complete within twenty-four (24) hours.
- b. Outpatient notes should contain the following elements:
  - i. Patient identification.
  - ii. Date of visit.
  - iii. Relevant history or pertinent update of the illness or injury.
  - iv. Physical findings, if applicable.
  - v. Results of tests and other studies, if applicable.
  - vi. Diagnostic assessment.
  - vii. Treatment plan, including prescriptions.
  - viii. Results of treatment rendered during the visit, if applicable.

- ix. Patient teaching, including instructions given to the patient and/or family and follow-up care.

#### **4. *Disciplinary Proceedings***

##### **a. Process**

- i. An incomplete chart is considered delinquent fourteen (14) days after the due date as specified at 1.C.3.a. Automatic initiation of disciplinary proceedings for the responsible practitioner will occur as soon as a chart becomes delinquent.
- ii. A letter will be sent to the practitioner responsible for the delinquent records from Health Information Management. The Medical Staff Office will also contact the practitioner, using the contact information provided to the office by the practitioner. Practitioners are responsible for making sure their contact information is up to date.
- iii. The letter shall state:
  - A. The list of delinquent records;
  - B. That failure to complete delinquencies within seven (7) days will result in suspension of all Medical Staff Privileges and Staff Membership by the Medical Staff President until the stated delinquent charts are completed.
- iv. If delinquent records referred to in the letter are not completed with seven (7) days, the Medical Staff President shall immediately suspend all Medical Staff Privileges and Membership until the delinquent charts are properly completed. The Medical Staff President will notify the appropriate Department Heads, the Executive Director of the Hospital, Chief Medical Officer and the Residency Director as appropriate.

##### **b. Further Sanctions**

- i. Any practitioner suspended for a cumulative total of thirty (30) days or more during any 12-month period will be reported to the Medical Board of California by the Medical Staff President.

#### **D. Medical Orders**

##### **1. *Inpatient***

- a. All orders must be reconciled when a patient is transferred into or out of the Critical Care units (ICU and IMCU.)
  - i. Orders can be dictated or telephoned to a health professional listed below and later signed by the attending physician, or, in case of treatment required in the absence of the attending physician, by the physician then responsible for the patient's care/ Verbal orders shall be accepted and entered by a licensed nurse, occupational

therapist, physical therapist, licensed respiratory therapist or speech therapist, registered pharmacist or registered dietician only and such action will be limited to urgent circumstances.

- ii. Verbal orders are not valid for orders to limit or remove lifesaving procedures.
- iii. There are no routine or standing orders regarding patient care or ordering of diagnostic tests.

## **2. Outpatient**

- a. Outpatient orders should be entered in the medical records. Any verbal orders must be co-signed by the M.D. or FNP within twenty-four (24) hours.

## **E. CPR**

- 1. Although a "Basic CPR" certificate is not required for Medical Staff membership, it is strongly encouraged for all those physicians in patient care. Individual Departments may require it for membership.

## **F. Disaster Assignments: Refer to Hospital Disaster Plan**

- 1. Contra Costa Regional Health Center & Health Centers maintains a disaster plan based upon the Hospital Emergency Incident Command System (HEICS) which delineates the administrative structure for disaster responses. Each individual Department also has in place disaster and evacuation plans.
- 2. Employed members of the Medical Staff are designated automatically as disaster workers in the event of a disaster. Other members of the Medical Staff are eligible to participate in disaster work, as is volunteer staff under the guidelines of disaster credentialing as delineated in the Medical Staff Bylaws.

## **G. Consultation Policy**

- 1. All providers are expected to seek consultation and advice whenever they encounter a situation in the course of caring for a patient in whom they are not confident of their own ability or knowledge. They should also seek consultation when it becomes evident that the patient is not comfortable with the diagnosis or management of his or her problem. Consultation may be obtained from Members of the Staff who are privileged to care for the problem for which the advice is sought, and his or her report shall be included in the medical record. The consultation report should be placed in the medical report.
- 2. Except where consultation is precluded by emergency circumstances, the attending physician shall consult with another qualified physician in all of the following cases:
  - a. All major surgical cases in which the patient is not a good risk.
  - b. In all cases in which the diagnosis is obscure or in which there is doubt as to the best therapeutic measures to be utilized.

## **H. Operating Room Policies**

### **1. Consents:**

- a. Except in cases of emergency, no surgery shall be performed except pursuant to written informed consent from the patient or his/her legal representative, and all other persons, if any, from whom consent is required.
  - i. History and physical examination;
  - ii. Pre-operative diagnosis;
  - iii. All necessary Laboratory and X-ray work;
  - iv. Pre-anesthetic evaluation in all cases receiving a general anesthetic;
- b. If, in any surgical cases, the foregoing requirements are not met prior to the time scheduled for surgery, the operation shall be canceled by the Operating Room Supervisor or designee and rescheduled unless the attending physician documents that such delay would be detrimental to the patient.

### **2. Prompt attendance of surgeon and attendants:**

Surgeons and attendants must be in the operating room and ready to commence surgery at the time scheduled.

## **I. Supervision of House Staff**

1. House staff shall have appropriate supervision present at all times regardless of patient complexity or house staff proficiency capabilities. This supervision shall be accessible and available particularly when house staff capability is exceeded.
2. Inpatient Supervision
  - a. House staff shall identify a Medical Staff member as the attending or record on the admission orders of all patients admitted to the hospital. All critically ill patients admitted by the house staff shall be discussed with an attending physician. Teaching rounds shall be held daily. Junior house staff shall receive close attending supervision, proficiency monitoring and patient care responsibilities whenever possible. After hours supervision shall be provided by either in-house Medical Staff coverage or Department-dependent call mechanisms.
  - b. All "No CPR" orders entered by house staff shall document concurrent discussion with Medical Staff.
  - c. Medical Staff co-signatories are needed for all resident physicians for the following medical records and documents:
    - i. Inpatient History and Physical
    - ii. Pre-anesthesia Evaluation
    - iii. Consultative Reports
    - iv. Procedure Notes and Operative Reports

3. Outpatient Supervision
  - a. More detailed and specific house staff supervision rules and policies are located in the specific Department rules and regulations manual of Contra Costa Regional Medical Center. A copy of these policies is also located in the residency office.
    - i. Prescriptions
      - A. All unlicensed residents must have all prescriptions co-signed.
    - ii. Family Medicine Clinics
      - A. All family medicine residents must have a Department of Family Medicine member with appropriate privileges assigned to supervise and precept them. This preceptor must be immediately available and have adequate time for teaching.
      - B. All medical record entries by medical students must be co-signed by a provider with privileges.
    - iii. Specialty Clinics
      - A. A staff physician will directly supervise all residents working in a specialty clinic. First-year residents are expected to discuss all patients with their supervising physician before the patient leaves. Second- and third-year residents should discuss most cases with their supervising physician. The supervising physician should be identified on the consultation.
      - B. All medical record entries by medical students must be co-signed by provider with privileges.

**J. On-Call Response Time**

1. Departments shall determine and monitor appropriate on-call procedures for their specific services.

**K. Processing and Delivery of Ordered Blood Products**

1. Blood products ordered by any physician shall be provided by the Blood Bank/Transfusion Service without delay. If questionable indications for transfusion are felt to be present, the pathologist, while processing of this order proceeds without delay, will attempt to discuss this issue with the ordering physician. If, after discussion, the pathologist still believes the request to be questionable, he/she will report this case to the appropriate Department or committee for review.
2. The physician who has primary responsibility for the patient has the final say in decision making, although we encourage a team approach utilizing dialogue between the clinician and the transfusion service.



## **L. Collection and Expenditures of Medical Staff Funds**

### **1. Application Fees**

- a. Each application may be assessed an application non-refundable processing fee. This fee shall be Three Hundred Dollars (\$300) and shall also be considered as payment of any dues, for which the applicant shall be liable during the period of the initial appointment, should the applicant be appointed to the staff. The fee for applications for Courtesy, Honorary, Temporary, Administrative, Allied Health Professional, and Telemedicine Staff shall be One Hundred and Fifty Dollars (\$150)
- b. In the event that the applicant is not accepted, no portion of this applications fee shall be refunded. In special circumstances as defined by the Credentials Committee and the Medical Executive Committee, this application fee may be waived.

### **2. Medical Staff Dues**

- a. The Medical Executive Committee shall have the power to determine the amount of biennial reappointment dues. The following dues are currently in effect:
  - i. Active Staff:  
Two Hundred Dollars (\$200) for each two-year reappointment
  - ii. Courtesy, Honorary, Temporary, Administrative, Allied Health Professional, and Telemedicine Staff:  
One Hundred Dollars (\$100) for each two-year reappointment

### **3. Reappointment Late Processing Fees**

- a. Pursuant to the Bylaws and the Rules, the Medical Staff is authorized to collect late processing fees. An application for reappointment is late when less than one hundred fifty (150) calendar days remain until the end of Members' term. In addition to the regular reappointment fee, the following late processing fees are assessed:
  - i. At one hundred fifty (150) days from the end of a term – Fifty dollars (\$50) – (may be waived in extenuating circumstances, such as vacation);
  - ii. At one hundred twenty (120) days from the end of the term – Fifty dollars (\$50) more for a total penalty of one hundred dollars (\$100) – (may not be waived);
  - iii. At ninety (90) days from the end of the term – Fifty dollars (\$50) more for a total penalty of one hundred fifty dollars (\$150),
  - iv. At ninety (90) days, all fees must be paid in full and application must be complete or reappointment application is not processed and the membership is deemed to have expired automatically at the end of the term. If the member submits a new application for membership in the medical staff within six (6) months of the expiration of the appointment, he/she must pay the one hundred fifty dollar (\$150) penalty in addition to the application fee.

#### **4. Expenditure of Funds**

- a. The Medical Executive Committee shall determine the method of disbursement of Medical Staff funds. The Medical Executive Committee may appoint a Medical Staff Funds Advisory Committee to advise the Medical Executive Committee regarding such expenditures.
- b. If an Advisory Committee is appointed, it shall study the various possible uses for the funds and recommend specific expenditures, including specific dollar amounts, to the Medical Executive Committee on an annual basis or more often as appropriate.
- c. The Medical Executive Committee shall retain ultimate control of these funds. The Medical Executive Committee may deposit these funds in any accounts it deems suitable.
  - i. Any account shall have the following co-signers:
    - A. The Medical Staff President
    - B. The Medical Staff President-Elect
    - C. The Immediate Past President of the Medical Staff
    - D. The Chair of the Administrative Affairs Committee
    - E. Two Medical Staff Coordinators as designated by the Medical Executive Committee
  - ii. Any two (2) of these co-signers may distribute Medical Staff funds provided at least one co-signer is a Member of the Medical Staff. Any disbursement of funds greater than three hundred dollars (>\$300) must be approved in advance by the Medical Executive Committee. Any disbursement of funds of three hundred dollars or less (<=\$300) may be authorized by any two (2) of the cosigners listed above. Any such disbursement of funds without the advance approval of the Medical Executive Committee must be reported to the Medical Executive Committee by the Medical Staff President at the next regularly scheduled Medical Executive Committee meeting.

#### **M. Medical Staff Evaluation and Development**

1. Each Member of the active Medical Staff shall be reviewed no less often than every eleven (11) months by his/her Department Head on a form approved by the Medical Executive Committee. The purpose of this evaluation shall be to facilitate verbal and documented communications between the Department Head and the Staff Member in an attempt to acknowledge the Staff Member's areas of excellence and to identify those areas which can be improved.
2. The Medical Staff President shall evaluate the Department Heads in the same manner after consultation with the Members of his/her department. If the Department Head is also the Medical Staff President, an individual designated by the Credentials Committee shall evaluate him or her.
3. Upon completion, the evaluator and the Medical Staff Member shall meet face to face and each receives a copy of the evaluation, with additional copy to be placed in the individual's

credentials file. The copy in the credential's file shall be used by the Credentials Committee during the reappointment process. The Staff Member may request modification of this.

4. This evaluation shall be sent to the credentials file and the information in the credentials files shall be used for Medical Staff purposes only.

#### **N. Other Policy Manuals**

1. From time to time, policies are legally created and adopted by the Governing Body, the Administration, Nursing, and particular administrative departments. To the extent that these policies are not in conflict with the Medical Staff Bylaws, the Rules, or Medical Staff Policies, the Medical staff shall abide by the extraneous policy. If these extraneous policies are in conflict with the Bylaws, the Rules, or Medical Staff Policies, the Medical Executive Committee shall review the conflicting policies and recommend appropriate changes. When the extraneous policies have a negative impact upon the quality of patient care, the Medical Executive Committee shall also review the policy and make appropriate recommendation to assure quality care. In all cases, the Medical Staff must abide by the requirements of the Bylaws and the Rules.



**Contra Costa Regional Medical Center  
& Health Centers**

**Medical Staff Bylaws**

**Rules & Regulations**

**2020**

# Contents

---

**DEFINITIONS ..... 1**

**ARTICLE 1 ..... 3**

**NAME AND PURPOSES ..... 3**

**ARTICLE 2 ..... 3**

**MEMBERSHIP ..... 3**

- 2.1 Nature of Membership.....3
- 2.2 Eligibility and Qualifications for Membership.....3
- 2.4 Waiver of Qualifications.....5
- 2.5 Membership Requirements .....5
- 2.6 Effect of Other Affiliations .....5
- 2.7 Nondiscrimination.....5
- 2.8 General Responsibilities of Medical Staff Membership.....5
- 2.9 Professional Conduct.....6

**ARTICLE 3 ..... 8**

**CATEGORIES OF THE MEDICAL STAFF ..... 8**

- 3.1 Categories.....8

**ARTICLE 4 ..... 15**

**ALLIED HEALTH PRACTITIONERS .....15**

- 4.1 Definitions .....15
- 4.2 Categories of AHPs Eligible to Apply for AHP Clinical Privileges or Services .....16
- Authorizations and Rules regarding them.....16
- 4.3 Eligibility and General Qualifications .....16
- 4.4 Specific Qualifications .....17
- 4.5 Waiver of Qualifications .....17
- 4.6 Prerogatives .....18
- 4.7 Responsibilities.....18
- 4.8 Procedure for Granting Initial and Renewal Services Authorizations.....18

- 4.9 Termination, Suspension, or Restriction of Service Authorizations .....18

**ARTICLE 5 ..... 19**

**PROCEDURES FOR APPOINTMENT AND REAPPOINTMENT .....19**

- 5.1 General.....19
- 5.2 Applicant’s Burden.....19
- 5.3 Applicant for Initial Appointment and Reappointment for Medical Staff Membership.....19
- 5.4 Basis for Appointment and Reappointment to the Medical Staff.....20
- 5.5 Application Procedure.....20
- 5.6 Reappointment and Requests for Modifications of Staff Status or Privileges .....28
- 5.7 Leave of Absence from the Medical Staff .....29
- 5.8 Waiting Period after Adverse Action .....30
- 5.9 Confidentiality and Impartiality.....30

**ARTICLE 6 ..... 31**

**PRIVILEGES .....31**

- 6.1 Exercise of Privileges .....31
- 6.2 Delineation of Privileges in General.....31
- 6.3 Non-licensed Resident Physicians .....32
- 6.4 Temporary Privileges .....32
- 6.5 Emergency Privileges .....34
- 6.6 Focused Professional Practice Evaluation (FPPE) .....35
- 6.7 Disaster Privileges .....36

**ARTICLE 7 ..... 38**

**GENERAL MEDICAL STAFF OFFICERS .....38**

- 7.1 Identification.....38
- 7.2 Qualifications .....38
- 7.3 Attainment of Office.....38

|                                       |   |           |
|---------------------------------------|---|-----------|
| 7.4                                   | Vacancies .....   | 39        |
| 7.5                                   | Resignation and Removal from Office....                       | 40        |
| 7.6                                   | Duties of General Staff Officers .....                        | 40        |
| <b>ARTICLE 8 .....</b>                |   | <b>41</b> |
| <b>DEPARTMENT AND DIVISIONS .....</b> |   | <b>41</b> |
| 8.1                                   | Organization of Departments .....                             | 41        |
| 8.2                                   | Assignment to Departments .....                               | 42        |
| 8.3                                   | Functions of Departments .....                                | 42        |
| 8.4                                   | Department Heads .....  | 43        |
| 8.5                                   | Election of Department Heads.....                             | 44        |
| 8.6                                   | Functions of Divisions.....                                   | 46        |
| 8.7                                   | Division Heads.....   | 46        |
| 8.8                                   | Election of Division Heads .....                              | 46        |
| <b>ARTICLE 9 .....</b>                |   | <b>49</b> |
| <b>COMMITTEES .....</b>               |   | <b>49</b> |
| 9.1                                   | General Provisions .....                                      | 49        |
| 9.2                                   | Medical Executive Committee .....                             | 50        |
| 9.3                                   | Committees .....  | 51        |
| <b>ARTICLE 10 .....</b>               |   | <b>65</b> |
| <b>MEETINGS .....</b>                 |   | <b>65</b> |
| 10.1                                  | Medical Staff Meetings .....                                  | 65        |
| 10.2                                  | Clinical Department and Committee<br>Meetings.....            | 65        |
| 10.3                                  | Quorum.....   | 65        |
| 10.4                                  | Manner of Action .....  | 66        |
| 10.5                                  | Notice of Meetings.....                                       | 66        |
| 10.6                                  | Minutes .....   | 66        |
| 10.7                                  | Agenda .....  | 66        |
| 10.8                                  | Attendance Requirements .....                                 | 67        |
| 10.9                                  | Conduct of Meetings .....                                     | 67        |
| <b>ARTICLE 11 .....</b>               |   | <b>67</b> |
| <b>CORRECTIVE ACTION .....</b>        |   | <b>67</b> |
| 11.1                                  | Corrective Action.....  | 67        |
| 11.2                                  | Summary Restriction of Suspension .....                       | 69        |
| 11.3                                  | Grounds for Automatic Suspensions<br>and/or Restrictions..... | 70        |

|   |  |           |
|---|--|-----------|
| <b>ARTICLE 12 .....</b>                                     | <b>73</b>  |           |
| <b>HEARING AND APPELLATE REVIEWS .....</b>                  | <b>73</b>  |           |
| 12.1  | Grounds for Hearing .....  | 73        |
| 12.2  | Exhaustion of Remedies .....   | 73        |
| 12.3  | Requests for Hearing .....   | 73        |
| 12.4  | Hearing Procedure .....  | 75        |
| 12.5  | Appeals.....   | 78        |
| 12.6  | Exceptions to Hearing Rights .....   | 80        |
| <b>ARTICLE 13 .....</b>                                     |  | <b>81</b> |
| <b>CONFIDENTIALITY .....</b>                                |  | <b>81</b> |
| 13.1  | General.....   | 81        |
| 13.2  | Breach of Confidentiality .....  | 81        |
| 13.3  | Protection .....   | 81        |
| 13.4  | Access by Persons or Agencies Outside<br>the Jurisdiction of the Hospital.....   | 82        |
| 13.5  | Access by Persons within the Jurisdiction<br>of the Hospital .....   | 83        |
| <b>ARTICLE 14 .....</b>                                     |  | <b>85</b> |
| <b>GENERAL PROVISIONS .....</b>                             |  | <b>85</b> |
| 14.1  | Rules and Regulations .....  | 85        |
| 14.2  | Dues or Assessments .....  | 85        |
| 14.3  | Construction of Terms and Headings .....   | 85        |
| 14.4  | Authority to Act .....   | 85        |
| 14.5  | Division of Fees .....   | 85        |
| 14.6  | Special Notices.....   | 85        |
| 14.7  | Requirements for Elections of Medical<br>Staff President, Department Heads,<br>Division Heads and for Bylaws<br>Amendments ..... | 86        |
| 14.8  | Disclosure of Interest. ....   | 86        |
| 14.9  | Authorization, Immunity, and Releases.   | 87        |
| 14.10   | Standards for History and Physical<br>Examination .....  | 87        |
| <b>ARTICLE 15 .....</b>                                     |  | <b>88</b> |
| <b>ADOPTION AND AMENDMENT OF BYLAWS AND<br/>RULES .....</b> |  | <b>88</b> |
| 15.1  | Annual Review. ....  | 88        |
| 15.2  | Procedure. ....  | 88        |

|      |                           |    |
|------|---------------------------|----|
| 15.3 | Medical Staff Action..... | 88 |
| 15.4 | Approval.....             | 88 |
| 15.5 | Exclusivity.....          | 89 |

**RULES AND REGULATIONS..... 90**

|           |   |           |
|-----------|---|-----------|
| <b>1.</b> | <b>General Rules .....</b>  | <b>90</b> |
| A.        | Admissions.....   | 90        |
| B.        | Continuous Responsibility for Patients ..   | 90        |
| 1.        | Inpatient.....  | 90        |
| 2.        | Outpatient .....  | 90        |
| C.        | Medical Records.....  | 90        |
| 1.        | General Provisions .....  | 90        |
| 2.        | Completion of Records.....  | 91        |
| a.        | Inpatient Records .....   | 91        |
| 3.        | Delinquency.....  | 93        |
| 4.        | Disciplinary Proceedings .....  | 94        |
| 5.        | Outpatient Records.. <b>Error! Bookmark not defined.</b>                                      |           |
| 6.        | Outpatient notes should contain the following elements:.. <b>Error! Bookmark not defined.</b> |           |
| D.        | Medical Orders .....  | 94        |
| 1.        | Inpatient.....  | 94        |
| 2.        | Outpatient .....  | 95        |
| E.        | CPR.....  | 95        |
| F.        | Disaster Assignments: Refer to Hospital Disaster Plan .....                                   | 95        |
| G.        | Consultation Policy.....  | 95        |
| H.        | Operating Room Policies.....  | 96        |
| 1.        | Consents: .....   | 96        |
| 2.        | Prompt attendance of surgeon and attendants:.....   | 96        |
| I.        | Supervision of House Staff.....   | 96        |
| J.        | On-Call Response Time.....  | 97        |
| K.        | Processing and Delivery of Ordered Blood Products.....  | 97        |
| L.        | Collection and Expenditures of Medical Staff Funds .....                                      | 98        |
| 1.        | Application Fees .....  | 98        |
| 2.        | Medical Staff Dues .....  | 98        |
| 3.        | Reappointment Late Processing Fees .....  | 98        |
| 4.        | Expenditure of Funds .....  | 99        |
| M.        | Medical Staff Evaluation and Development .....  | 99        |
| N.        | Other Policy Manuals .....  | 100       |

## Definitions

The following definitions apply to these Medical Staff Bylaws:

1. Administrator means the Chief Executive Officer of Contra Costa Regional Medical Center and Health Centers and her/his designee.
2. Chief Resident means the resident physician chosen by the residents to represent them.
3. Allied Health Practitioners (AHP) are those non-Medical Staff member practitioners described in Article 4 below.
4. Clinical Privileges or Privileges means permission, granted by this Medical Staff to members of the Medical Staff, to provide specific diagnostic, therapeutic, medical, dental, podiatric, surgical, psychiatric or psychology services.
5. AHP Clinical Privileges or Service Authorizations means permission granted by the Governing Body, upon the recommendation of the Interdisciplinary Practice Committee and the Medical Staff, to provide diagnostic and therapeutic services within the scope of the AHP's training and expertise.
6. County means County of Contra Costa, California.
7. Department or Clinical Department means a clinical structure of the Medical Staff as further identified in these Bylaws.
8. Department Head means the practitioner elected or appointed, pursuant to these Bylaws to be responsible for the function of a Clinical Department.
9. Medical Director of Contra Costa Regional Medical Center, also referred to simply as the Medical Director, means the physician appointed by the Administrator to oversee clinical activities of the hospital.
10. Chief Medical Officer of the Health Services Department means the physician appointed by the Director of the Health Services Department to oversee the clinical activities of the Health Services Department.
11. Ex-officio means service as a member of a body by virtue of an office or positions held and, unless expressly provided, without voting rights.
12. Governing Body means the County Board of Supervisors.
13. Hospital or Medical Center means the Contra Costa Regional Medical Center and Health Centers.
14. Health Centers means the outpatient clinical facilities operated by the County where the Members of this Medical Staff provide patient care.
15. Medical Staff Year means the twelve (12)-month period commencing on the first of July of each year and ending on the thirtieth (30<sup>th</sup>) of June of the following year.
16. Member or Medical Staff Member means any Practitioner or Resident who has been appointed to the Medical Staff pursuant to these Bylaws.
17. Member in Good Standing means a Member of the Medical Staff who is not under a suspension.
18. Physician means an individual with a M.D. or D.O. degree who is currently licensed to practice medicine in the State of California.



19. Practitioner means a physician, dentist, clinical psychologist, or podiatrist who is currently licensed by the State of California to provide patient care services.
20. Residency Director means the physician who directs the postgraduate Family Medicine training program sponsored by Contra Costa Health Services.
21. Resident means a physician in training who is participating in a residency program approved by the Accreditation Council for Graduate Medical Education (ACGME).
22. Rules or Rules and Regulations mean the Medical Staff Rules and Regulations that are contained under separate cover and are adopted to the Bylaws.

# ARTICLE 1

## NAME AND PURPOSES

- 1.1 The name of this organization is the Medical Staff of the Contra Costa Regional Medical Center and Health Centers.
- 1.2 The Medical Staff purposes are:
  - 1) To assure that all patients treated by any of its members receive the best possible care.
  - 2) To provide for professional performance that is consistent with the mission and goals of Contra Costa Health Services.
  - 3) To maintain Rules for the Medical Staff to carry out its responsibilities for the professional work performed in the Hospital and Health Centers.
  - 4) To provide a means for the Medical Staff, Governing Body and Hospital Administration to discuss issues of mutual concern.
  - 5) To provide for accountability of the Medical Staff to the Governing Body.

# ARTICLE 2

## MEMBERSHIP

### 2.1 Nature of Membership

Appointment to the Medical Staff shall confer only such Privileges and Prerogatives as have been granted by the Governing Body in accordance with these Bylaws. Only Members of the Medical Staff or Allied Health Professionals as defined in article 4 may care for patients in our Hospital and Health Centers.

### 2.2 Eligibility and Qualifications for Membership

#### 2.2.1 General Qualifications

Membership on the Medical Staff and Privileges shall be extended only to Practitioners who are professionally and ethically competent and continuously meet the qualifications, standards, and requirements set forth in these Bylaws, Rules and Regulations, and Medical Staff Policies.

Except for Honorary, Resident and Administrative membership, only physicians, dentists, podiatrists and clinical psychologists who:

- A. Document current, valid, unrestricted licensure; adequate experience, education and training; professional and ethical competence; good judgment; adequate physical and mental health status; and current eligibility to participate in Medicare, Medicaid or other federally-sponsored health care programs; and who
- B. Abide by the ethics of their profession; work cooperatively with others; maintain confidentiality as required by law; and will participate in and discharge their

responsibilities as required by the Medical Staff shall be deemed to possess the basic qualifications and eligibility for membership on the Medical Staff.

#### 2.2.2 Specific Qualifications:

To be eligible and qualified for Medical Staff Membership and Privileges, the Practitioner must meet the basic standards outlined in 'Eligibility and General Qualifications,' and these Specific Qualifications:

No record of criminal conviction of Medicare, Medicaid, or insurance fraud and abuse, payment of civil money penalties for same, or exclusion from such programs. No record of denial, revocation, relinquishment or termination of appointment or clinical privileges at any hospital for reasons related to professional competence or conduct.

Physicians seeking membership privileges or reappointment must have satisfactorily completed an approved postgraduate residency training program. An approved postgraduate residency training program is a program approved by the Accreditation Council for Graduate Medical Education (ACGME).

**Resident Physicians.** To become a member of the medical staff a Resident Physician must have a valid M.D. or D.O. degree or equivalent degree. The applicant must have been accepted for training by a residency program affiliated with the Hospital and must be a member in good standing of the residency. A Resident Physician must obtain a Postgraduate Training License (PTL) from the Medical Board of California within 180 days of starting training. The Resident Physician must maintain that PTL throughout their training. A licensed physician member of the Medical Staff must supervise any patient care in which the resident is involved.

**Controlled Substance Prescriber.** Practitioner members on the Medical Staff must have a current, valid, unrestricted Federal DEA number/registration if prescribing controlled substances.

**Dentists.** An applicant for dental membership on the Medical Staff must have a DDS or equivalent degree. The Practitioner must have a current, valid, unrestricted license to practice dentistry issued by California Board of Dental Examiners.

**Podiatrists.** An application for Podiatric Membership in the Medical Staff must have a D.P.M. or equivalent degree. The Practitioner must have a current, valid, unrestricted license to practice podiatry issued by the California Board of Podiatric Medicine.

**Clinical Psychologists.** An applicant for Clinical Psychologist Membership on the Medical Staff must have a doctorate degree in psychology. The Practitioner must have a current, valid, unrestricted license to practice clinical psychology issued by the California Board of Psychology.

## **2.4 Waiver of Qualifications**

The Credentials Committee may recommend that certain eligibility criteria be waived by the Medical Executive Committee (MEC.) The Practitioner must demonstrate that he or she has the equivalent qualifications or that exceptional circumstances exist which warrant granting the waiver. The Practitioner has no right to have his or her waiver request considered or granted and denial of a waiver confers no right to a hearing or appellate review.

## **2.5 Membership Requirements**

An applicant for Membership appointment or reappointment on the Medical Staff must document his or her adequate experience, education, and training in the requested Privileges. The applicant must demonstrate current professional competence and good judgment in the use of such Privileges. The applicant must demonstrate his or her ability to exercise such Privileges for quality patient care at a level recognized as appropriate to a similar professional within the community. The MEC must determine that the applicant adheres to the lawful ethics of his or her profession; is able to work cooperatively with others in the Hospital so as not to adversely affect patient care or Hospital operations; and is willing and able to participate in and properly discharge Medical Staff responsibilities as describes in these Bylaws, the Rule and Regulations and applicable Medical Staff Policy.

## **2.6 Effect of Other Affiliations**

No Practitioner is entitled to Medical Staff Membership merely because he or she holds a certain degree, is licensed to practice medicine in this or in any other state, is a member of any professional organization, is certified by any clinical board, or because he or she had, or presently has, Medical Staff Membership or Privileges at another health care facility.

## **2.7 Nondiscrimination**

No person in the Medical Staff or seeking admission thereto shall be appointed, promoted, disciplined, reduced, removed or in any way favored, disfavored, or discriminated on the basis of political or religious or union activities, age, gender, sexual orientation, race, religion, color, national origin, physical or mental impairment, marital status or disability that does not pose a threat to the quality of patient care or substantially impair the ability to fulfill required staff obligations.

## **2.8 General Responsibilities of Medical Staff Membership**

Each Medical Staff Member or Allied Health Professional exercising Privileges in the Hospital and Health Centers shall continuously meet all of the following responsibilities:

2.8.1 Provide his or her patients with care meeting the professional standards of the Medical Staff of this Hospital.

2.8.2 Abide by the Medical Staff Bylaws and the Rules and all other lawful standards, policies, and rules of the Medical Staff and the Hospital.

- 2.8.3 Abide by all applicable laws and regulations of governmental agencies and comply with applicable standards of The Joint Commission (TJC).
- 2.8.4 Discharge such Medical Staff, department, division, committee, and service functions for which he or she is responsible by appointment, election, or otherwise.
- 2.8.5 Prepare and complete in a timely manner the Medical and the required records for all patients to whom the Practitioner in any way provides services to the Hospital.
- 2.8.6 Abide by the ethical principles of his or her profession.
- 2.8.7 Work cooperatively with other Medical Staff Members, nurses, administrators, and other members of the health care team so as not to adversely affect patient care.
- 2.8.8 Participate in educational programs approved by the Medical Staff and designed to improve the quality of patient care.
- 2.8.9 Refuse to engage in any improper inducements for patient care referrals.
- 2.8.10 Make appropriate arrangements for coverage for his or her patients when an absence is anticipated.
- 2.8.11 Complete continuing education programs that are required by the Medical Staff.
- 2.8.12 Participate in emergency service coverage and consultation (on-call) panels as may be required by the Medical Staff.
- 2.8.13 Accept responsibility for participating in Medical Staff Focused Professional Practice Evaluation (FPPE) in accordance with the Bylaws.
- 2.8.14 Pay Medical Staff dues and assessments within sixty (60) days of invoice receipt.
- 2.8.15 Participate in the resident training program as requested by the Residency Director.
- 2.8.16 Promptly notify the Medical Staff Office of any professional liability action the member is involved in as soon as the member becomes aware of his or her involvement.
- 2.8.17 Participate in quality assurance programs as determined by the Medical Staff.
- 2.8.18 Discharge such other duties and obligations as may be lawfully established from time to time by the Medical Staff, the Medical Executive Committee, the Member's Department, or the Administrator.

## **2.9 Professional Conduct**

### **2.9.1 Statement of Policy**

The Medical Staff is committed to providing a workplace free of sexual harassment or discrimination as well as unlawful harassment or discrimination based upon age, ancestry,

color, marital status, medical condition, mental disability, physical disability, national origin, race, religion, gender, or sexual orientation. The Medical Staff does not tolerate harassment or discrimination by Medical Staff Members of resident physicians, support staff, County employees, patients, or other Medical Staff Members.

#### 2.9.2 Harassment Defined

- A. Harassment is unwelcome verbal, visual, or physical conduct that creates an intimidating, offensive or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when:
- 1) Submission to the conduct is made either an implicit or explicit condition of employment;
  - 2) Submission to or rejection of the conduct is used as the basis for an employment decision; or
  - 3) The harassment unreasonably interferes with work performance or creates an intimidating, hostile or offensive work environment.

2.9.3 Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding a person's age, ancestry, color, marital status, medical condition, mental disability, physical disability, national origin, race religion, gender or sexual orientation. Sexually harassing conduct in particular includes all of these prohibited actions as well as requests for sexual favors, conversations containing sexual comments, and unwelcome sexual advances.

#### 2.9.4 Investigation and Corrective Action

- A. Every complaint of harassment, unlawful discrimination or retaliation made to the Medical Staff will be investigated thoroughly and promptly. The Medical Staff will attempt to protect the privacy of individuals involved in the investigation when appropriate. The Medical Staff will not tolerate retaliation against anyone who reports harassing conduct. Other entities, such as the County and legal authorities, may also separately investigate such complaints. When appropriate, the Medical Staff shall share investigatory information with such authorities.
- B. If the Medical Staff determines that harassment occurred, the Medical Staff will take corrective action up to and including termination of Medical Staff Privileges or Membership. Corrective actions taken by the Medical Staff related to such harassing conduct are not grounds for a hearing unless those actions affect a Member's Privileges or Membership status on the Medical Staff. When appropriate, corrective action may include reporting the harassment to appropriate legal, administrative, and governing authorities.

## ARTICLE 3

### **CATEGORIES OF THE MEDICAL STAFF**

#### **3.1 Categories**

The Medical Staff Members are divided into the following categories of membership: honorary, administrative, active, courtesy, provisional, resident, and temporary. Each Medical Staff Member shall be assigned to a Medical Staff category based upon the respective qualifications set forth in these Bylaws. Members of each Medical Staff category shall have the respective prerogatives and responsibilities as set forth in these Bylaws. Action may be initiated to change the Medical Staff category to terminate the membership of any Member who fails to meet the qualifications or fulfill the responsibilities as described in the Bylaws. Changes in Medical Staff category shall not be grounds for hearing unless it affects the Member's Clinical Privileges.

### 3.1.1 The Honorary Medical Staff

The honorary Medical Staff consists of practitioners who are not active in the Hospital or who are honored by emeritus positions. These may be practitioners who have retired from active hospital practice or who are of outstanding reputation, not necessarily residing in the community. Honorary staff members are not eligible to admit, care for or consult on patients, to vote, to hold office, or to serve on standing Medical Staff.

### 3.1.2 The Administrative Medical Staff

#### A. Qualifications

- 1) Administrative category membership shall be held by any physician, who is not otherwise eligible for another staff category and who solely performs ongoing medical administrative activities.
- 2) Document their (1) current licensure, (2) adequate experience, education and training, (3) good judgment, and (4) current physical and mental health status, so as to demonstrate to the satisfaction of the Medical Staff they are professionally and ethically competent to exercise their duties;

#### B. Prerogatives

The Administration Staff shall be entitled to attend meetings of the Medical Staff and various departments and education programs, but shall have no right to vote at such meetings. Administrative Staff members shall not be eligible to hold office in the Medical Staff Organization, admit patients, or exercise clinical privileges.

### 3.1.3 The Active Medical Staff

#### A. Qualifications

The active staff consists of physicians, dentists, podiatrists, and licensed clinical psychologists, each of whom;

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Has an office and residence that, in the opinion of the Medical Executive Committee, is located closely enough to the Hospital to provide appropriate continuity of quality care;
- 3) Regularly admits patients to the Hospital, is regularly involved in the care of patients at the Hospital, or regularly uses the Hospital and/or Health Centers in the care of patients;
- 4) Has satisfactorily completed his/her term in the provisional staff category.



*B.* Prerogatives

Each member of the active staff is entitled to:

- 1) Admit patients and/or exercise Clinical Privileges as are granted to him/her;
- 2) Attend and vote on all matters presented at general and special meetings of the Medical Staff, his/her department, and or committees to which he/she is a member;
- 3) Attend any staff or Hospital education programs;
- 4) Hold staff and/or departmental offices and service on committees to which he/she has been appointed.

*C.* Responsibilities

Each member of the active Medical Staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the Hospital and Health Centers for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested; and
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member in accordance with the Bylaws.

*D.* Demotion of Active Staff Member.

After one year in which a Member of the active staff fails to regularly care for patients in the Hospital or Health Centers or be regularly involved in Medical Staff functions as determined by the Medical Staff, that Member may be demoted to a lower staff category.

3.1.4 Courtesy Staff

*A.* Qualifications

The courtesy staff consists of practitioners, each of whom:

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Has an office and residence that, in the opinion of the Medical Executive Committee, is located closely enough to the Hospital to provide appropriate continuity of quality care;

- 3) Admits patients to the Hospital on an irregular basis, is occasionally involved in the care of Hospital patients, or occasionally uses the Hospital and/or Health Centers in the care of patients;
- 4) Is a member of the active staff of another licensed hospital unless the Medical Executive Committee, in writing, for good cause shown, waives this requirement. Dentists holding only General Dentistry, Endodontia, Periodontia, or Orthodontia privileges are exempt from this requirement.
- 5) Has satisfactorily completed his/her term in the provisional staff category.

**B. Responsibilities**

Each member of the courtesy staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the Hospital for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested; and
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member in accordance with the Bylaws.

**C. Limitation**

Courtesy staff members shall not be eligible to hold office in this Medical Staff organization nor shall they be eligible to vote on matters presented at general and special meetings of the Medical Staff, departmental meetings, division meetings, or committee meetings except as specifically provided in the Bylaws.

**3.1.5 Provisional Staff**

**A. Qualifications.**

The provisional staff consists of practitioners, each of whom:

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Immediately prior to his/her application and appointment was not a member (or was no longer a member) in good standing of this Medical Staff;
- 3) Has an office and residence that, in the opinion of the Medical Executive Committee, is located closely enough to the Hospital to provide appropriate continuity of quality care.

*B. Prerogatives.*

Each member of the provisional staff is entitled to;

- 1) Admit patients and exercise such Clinical Privileges as are granted pursuant to the Bylaws;
- 2) Attend meetings of the staff and the department of which he/she is a member and any staff or hospital education programs;
- 3) Be appointed to any committee except the Medical Executive Committee. The provisional staff members shall not have the right to vote unless the Medical Staff President confers that right at the time of the committee appointment.

*C. Responsibilities*

Each member of the provisional Medical Staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the hospital for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested;
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member in accordance with the Bylaws.

*D. Limitation*

Provisional staff members are not eligible to vote on matters presented at general and special meetings of the Medical Staff, department meetings, division meetings, or committee meetings except as specifically provided in the Bylaws.

*E. Monitoring of Provisional Staff Member*

Each provisional staff member shall undergo a period of monitoring. The monitoring shall be to evaluate the member's (1) proficiency in the exercise of Clinical Privileges initially granted and (2) overall eligibility for continued staff membership and advancement within staff categories. Monitoring of provisional staff members shall follow whatever frequency and format each department deems appropriate in order to adequately evaluate the provisional staff member including, but not limited to, concurrent or retrospective chart review, mandatory consultation, and/or direct observation. Results of the monitoring shall be communicated by the department chairperson to the Credentials Committee.

F. Term of Provisional Staff Status

A Member shall remain on the provisional staff for a period of six months unless the Medical Executive Committee or the Credentials Committee extends that status for an additional period of up to six months upon a determination of good cause, which determination shall not be subject to review. In special circumstances wherein the Member has had minimal activity at the Hospital and Health Centers, and current information is inadequate to allow a determination to conclude the provisional staff status, the Medical Executive Committee may extend the provisional staff status for an additional period of up to twelve (12) months, which determination shall not be subject to review. In no event shall the total provisional staff status of a member exceed twenty-four (24) months. At the conclusion of provisional staff status, further staff status is determined as stated below.

G. Action at Conclusion of Provisional Staff Status

- 1) If the Provisional Staff Member has satisfactorily demonstrated his or her ability to exercise the Clinical Privileges initially granted and otherwise appears qualified for continued Medical Staff membership, the Member shall be eligible for placement in the Active or Courtesy Staff, as appropriate, upon recommendation of the Medical Executive Committee (MEC.) The Administrator and the Governing Body shall act upon this MEC recommendation. Should any disagreement occur between the MEC, the Administrator, and the Governing Body, resolution shall occur in compliance with the Bylaws.
- 2) In all cases, the appropriate department shall advise the Credentials Committee, which shall make its report to the Medical Executive Committee, which, in turn, shall make its recommendation to the Professional Affairs Committee regarding a modification or termination of Clinical Privileges, or termination of Medical Staff membership.

3.1.6 Resident/Fellow Staff

A. Qualifications for Residents/Fellow

The resident/fellow staff consists of Members, each of whom;

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Exercise Clinical Privileges under appropriate supervision and direction of the Program Director, and the head of the department in which he/she is exercising Privileges;
- 3) Attend meetings of the Medical Staff and, if invited, the departments to which he/she is currently assigned;
- 4) Be appointed to any committee except the Medical Executive Committee. The Resident/Fellow staff member shall not have the right to vote unless that right is

conferred by the Medical Staff President at the time of the committee appointment.

If licensed, apply for provisional status on the Medical Staff without relinquishing his or her resident status with regard to these Bylaws.

*B.* Responsibilities

Each member of the Resident/Fellow staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws and Rules;
- 2) Contributing to the organization and administrative affairs of the Medical Staff by participating on staff, in the departments, and on committees as reasonably requested, and by participating in fulfilling such other staff functions as are reasonably requested.

*C.* Limitation

Resident/Fellow staff members shall not be eligible to hold office in this Medical Staff organization nor shall they be eligible to vote on matters presented at general and special meetings of the Medical Staff, departmental meetings, division meetings, or committee meetings except as specifically provided in the Bylaws.

3.1.7 Temporary Staff

*A.* Qualifications

Temporary staff consists of Members, each of whom:

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Has been granted temporary privileges and is not currently on the active, courtesy, provisional, or resident staff.

*B.* Prerogatives

Each Member of the temporary staff is entitled to:

- 1) Admit patients and exercise Clinical Privileges as are granted to him/her;
- 2) Attend meetings of the staff in the department of which he/she is a Member and any staff and hospital educational programs.

*C.* Responsibilities

Each Member of the temporary staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set for in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the Hospital for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested; and
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member.

*D.* Limitations

Temporary staff members are not eligible to hold office in this Medical Staff organization nor are they eligible to vote on matters presented at general and special meetings of the Medical Staff, departments, divisions, or committees. In the event that a practitioner's temporary clinical privileges are terminated, said practitioner's temporary staff status is also deemed terminated and the practitioner is thereafter entitled to the procedural rights afforded by the Bylaws.

3.1.8 Limitation of Prerogatives

The prerogatives set forth under each membership category are general in nature and may be subject to limitation by special conditions attached to a particular membership by other sections of these Bylaws and by the Rules.

3.1.9 Modification of Membership

On its own, upon recommendation of the Credentials Committee, or pursuant to a request by a member, the Medical Executive Committee may recommend a change in the Medical Staff category of a member consistent with the requirements of the Bylaws.

## ARTICLE 4

### **ALLIED HEALTH PRACTITIONERS**

#### **4.1 Definitions**

- 4.1.1 Allied Health Practitioner (AHP) means a health care professional, other than a physician, dentist, podiatrist or clinical psychologist, who holds a license, as required by California law, to provide certain professional services.
- 4.1.2 AHP Clinical Privileges or Service Authorization means the permission granted by the Governing Body, upon the recommendation of the Interdisciplinary Practice Committee

and the Medical Staff, to provide diagnostic and therapeutic services with the scope of the AHP's training and expertise.

## **4.2 Categories of AHPs Eligible to Apply for AHP Clinical Privileges or Services**

### **Authorizations and Rules**

4.2.1 The categories of AHPs, based upon occupation or profession that shall be eligible to apply for AHP Clinical Privileges shall be designated by the Governing Board, upon recommendation of the MEC. Currently, AHP includes the following categories;

- A. Nurse Practitioners who are registered nurses with additional training, expertise, certification and licensing that is recognized and authorized by the State of California to provide specific diagnostic and therapeutic services.
- B. Optometrists who are licensed by the State of California to provide specific optometric services.
- C. Midwives (Certified Nurse Midwives, Licensed Midwives, Certified Professional Midwives) who are health care providers with additional training, expertise, and certification that is recognized and authorized by the State of California, under the supervision of a licensed physician or surgeon, to attend cases of normal childbirth and to provide prenatal, intrapartum and postpartum care.
- D. Physician Assistants who are healthcare professionals with specialized medical training from a program associated with a medical school and who are licensed by the California Physician Assistant Board to provide patient education, evaluation, and health care services under the supervision of a licensed physician.
- E. Acupuncturists who are health care providers with training, expertise and knowledge in the practice of acupuncture who are licensed and regulated by the State of California under the Acupuncture Board.

## **4.3 Eligibility and General Qualifications**

An AHP is eligible for a Service Authorization in this Hospital/Health Centers if he or she:

- 1) Holds a current, valid, unrestricted license, certificate, or other legal credential in a category of AHP which the Governing Body has identified as eligible to apply for Service Authorization pursuant to the Bylaws; and
- 2) Documents his or her experience, background, training, current competence, judgment, and ability with sufficient adequacy to demonstrate that any patient treated by the practitioner will receive care at the generally recognized professional level of quality established by the Medical Staff; and
- 3) Is determined, on the basis of documented references to:
  - A. Adhere strictly to the lawful ethics of his or her profession;
  - B. Work cooperatively with others in the hospital setting so as not to adversely affect patient care;

- C. Be willing to commit to and regularly assist the Medical Staff in fulfilling its obligations related to patient care; and
  - 1) Agrees to comply with all Medical Staff and Department and Division Bylaws, Rules and Regulations and protocols to the extent applicable to the AHP;
  - 2) Documents his or her current eligibility to participate in Medicare, Medicaid or other federally-sponsored health care program.

#### **4.4 Specific Qualifications**

In addition to meeting the basic standards as outlined in "Eligibility and General Qualifications," an AHP shall have the following specific qualifications to be eligible and qualified for AHP Clinical Privileges or Service Authorization in this hospital:

No record of conviction of Medicare, Medicaid, or insurance fraud and abuse, payment of civil money penalties for same, or exclusion from such programs.

No record of denial, revocation, relinquishment or termination of appointment or clinical privileges at any hospital for reasons related to professional competence or conduct.

- 1) Nurse Practitioners: A Nurse Practitioner shall have a current, valid, unrestricted license and furnishing number which authorizes ordering of drugs or devices if applicable to the Nurse Practitioner's practice
- 2) Midwives: A Midwife shall have a current, valid, unrestricted license and furnishing number which authorizes ordering of drugs or devices if applicable to the Midwife's practice.
- 3) Physician Assistants: A Physician's Assistant shall have a current, valid, unrestricted license and furnishing number which authorizes the Physician's Assistant to provide drug and medication orders, if applicable to the Physician's Assistant's practice.
- 4) Optometrists: An optometrist shall have a current, valid, unrestricted license and furnishing number which authorizes ordering of drugs or devices if applicable to the Optometrist's practice.
- 5) Acupuncturists: An Acupuncturist shall have a current, valid, unrestricted license authorizing the practitioner to provide acupuncture treatment and care within the State of California.

#### **4.5 Waiver of Qualifications.**

When exceptional circumstances exist certain eligibility criteria may be waived by the MEC upon recommendation by the Interdisciplinary Practice Committee or its designee the Credentials



Committee. The AHP requesting the waiver bears the burden of demonstrating exceptional circumstances and/or that his or her qualifications are equivalent to or exceed the criterion/criteria in question.

#### **4.6 Prerogatives**

The prerogatives, which may be extended to an AHP, include:

- 1) Provision of specified patient care services consistent with the Service Authorization granted to the AHP and within the scope and licensure or certification of that AHP;
- 2) Service on Medical Staff and Hospital committees except as otherwise provided in the Bylaws. An AHP may not serve as chair of a Medical Staff committee;
- 3) Attendance at meetings of the department to which he or she is assigned. An AHP may not vote at department/division meetings.

#### **4.7 Responsibilities**

Each AHP shall:

- 1) Meet those responsibilities required by the Medical Staff Rules and Regulations.
- 2) Retain appropriate responsibility within his or her area of professional competence for the care of each patient in the hospital for whom he or she is providing services.
- 3) Participate, when requested, in patient care and audit and other quality review evaluation and monitoring activities required of AHPs and other functions as may be required by the Medical Staff from time to time.

#### **4.8 Procedure for Granting Initial and Renewal Services Authorizations**

- 1) An AHP who practices under Standardized Procedures must apply and qualify for a Service Authorization. An AHP must reapply for a renewed Service Authorization every two years.
- 2) AHP application for initial granting and renewal of service authorization shall be submitted to the Interdisciplinary Practice Committee (IPC), which may delegate the processing of such applications to the Credentials Committee. Credentialing and Privileging is processed in a parallel manner to that provided for the Medical Staff by the Bylaws. At the discretion of the Credential Committee an initial application of reappointment may be sent to the IPC for review.
- 3) The Credential Committee shall, as delegated by the IPC, make recommendations to the MEC and the Governing Body regarding the granting of individual Service Authorizations to AHP applicants.
- 4) Upon approval by the MEC and the Governing Body, an applicant AHP shall be granted Service Authorization and assigned to the clinical department appropriate to his or her occupation and training. The AHP is subject to the relevant rules and regulations of that department.

#### **4.9 Termination, Suspension, or Restriction of Service Authorizations**

- 1) The termination, suspension or restriction of Service Authorization shall be done as if the Service Authorization was a clinical privilege rendered to a Member of the Medical Staff. The AHP shall have the same procedural rights as a Medical Staff Member would have with the termination, suspension or restriction of privileges.

## ARTICLE 5

### **PROCEDURES FOR APPOINTMENT AND REAPPOINTMENT**

#### **5.1 General**

The Medical Staff shall consider each application for appointment, reappointment, and privileges, and each request for modification of Medical Staff category using the procedures and the standards set forth in the Bylaws. The Medical Staff shall evaluate each applicant before recommending action by the Governing Body. The Governing Body is ultimately responsible for granting Medical Staff membership and Clinical Privileges. Temporary Privileges may be granted to a practitioner, pursuant to these Bylaws and the Rules, prior to final action by the Governing Body. By applying to the Medical Staff for appointment or reappointment, the applicant agrees that, whether or not he or she is appointed or granted Privileges, he or she will comply with the responsibilities of Medical Staff Membership and with the Medical Staff Bylaws and Rules as they exist and as they may be modified from time to time.

#### **5.2 Applicant's Burden**

An applicant for appointment, reappointment, advancement, transfer, and/or Privileges shall have the burden of producing accurate and adequate information for a thorough evaluation of the applicant's qualifications and suitability for the requested status and Privileges, resolving any reasonable doubts about these matters and satisfying requests for information. To the extent consistent with law, this burden may include submission to a medical or psychological examination, at the applicant's expense, if deemed appropriate by the Medical Executive Committee (MEC.) The applicant may select the examining physician from an outside panel of three physicians chosen by the MEC.

Misstatements and Omissions: Any misstatement in, or omission from, the application is grounds to suspend the application process. The applicant will be informed in writing of the nature of the misstatement or omission and permitted to provide a written response. The Chair of the Credentials Committee and/or the Medical Staff President will review the response and determine whether the application should be processed further. The decision to suspend or cease processing an application due to a misstatement or omission does not entitle the applicant to a procedural hearing or appellate review rights.

#### **5.3 Applicant for Initial Appointment and Reappointment for Medical Staff Membership**

Applicants for appointment or reappointment must complete, sign and date the prescribed application form provided by the Medical Staff. The application shall request detailed information about the applicant and shall document the applicant's agreement to abide by the Medical Staff Bylaws, Rules, and other terms. The applicant must provide all of the requested information, the agreements, and all supporting documentation to the Medical Staff office. An application which is incomplete will not be accepted for review. The applicant must pay the required fee, if any, at the time the application is submitted or it will not be accepted for review.

#### **5.4 Basis for Appointment and Reappointment to the Medical Staff**

Recommendations for appointment and reappointment to the Medical Staff and for granting and renewal of Privileges shall be based upon:

- 1) The applicant's or Member's professional performance at this Hospital and in other settings;
- 2) Whether the applicant or Member meets the qualifications and is able to carry out all of the responsibilities specified in these Bylaws and the Rules; and
- 3) The Hospital's patient care needs and ability to provide adequate support services and facilities for the applicant or Member.

##### **A) Term of Appointment, Extensions, and Failure to File Reappointment Application**

Except as otherwise provided in these Bylaws, initial appointments to the Medical Staff shall be until the applicants' second birthday after the initial provisional appointment. Reappointments shall be for a maximum period of two years. The Credentials Committee may recommend the granting of reappointments for less than two years.

Failure to file a complete and timely application for reappointment shall result in the automatic termination of the Members' membership Privileges and prerogatives at the end of that term.

#### **5.5 Application Procedure.**

5.5.1 Application for Medical Staff membership must be submitted directly to the Credentials Committee by the applicant in writing and on such form as approved by the MEC. Prior to the application being submitted, the applicant will be provided access to a copy of the Medical Staff Bylaws, the Rules and Regulations of the Staff and its Departments and Divisions, and summaries of the policies and resolutions relating to clinical practice in the Hospital and Health Centers. An applicant who does not meet the basic qualifications or requirements as outlined in these Bylaws, related rules or policies, is not eligible or qualified to apply for Medical Staff membership and the application shall not be accepted for review. If, during any stage of the application process, it is discovered that the applicant does not meet the basic qualifications or requirements as outlined in these Bylaws, related rules or policies, review of the application shall be discontinued.

An applicant who does not meet the basic qualifications or requirements is not entitled to procedural hearing and appellate review rights.

##### **5.5.2 Application Content**

Every applicant, except Resident staff applicants, must furnish a complete application providing all supporting documentation and an accurate and complete response to each query including but not limited to the following:

- 1) The applicant's undergraduate, medical school, and postgraduate training, including the name of each institution, degrees granted program completed, and dates attended;

- 2) All currently valid medical, dental, podiatric and other professional licensures or certifications, and Drug Enforcement Administration registration (with exceptions determined by Credentials Committee action when the applicant will not be prescribing medication) and any other controlled substances registration, with the date and number of each;
- 3) Specialty or sub-specialty board certifications and/or recertification;
- 4) Health impairments (including alcohol and drug dependencies), hospitalizations, and institutionalizations, if any, which may affect the applicant's ability in terms of skill, attitude and judgment to perform professional and Medical Staff duties;
- 5) Applicant's statement that his or her health status is such that he or she has the ability to perform the privileges requested;
- 6) Applicant's statement that he or she will consent to and cooperate with any required physical or mental health evaluations and provide the results from the evaluations to enable a full assessment of the applicant's fitness, as described in Section 5.2, 'Applicant's Burden';
- 7) Evidence of applicant's current Professional Liability Insurance coverage, or if not currently insured, evidence of past Professional Liability Coverage;
- 8) Whether there are any pending or completed actions involving denial, revocation, suspension, reduction, limitation, probation, non-renewal or voluntary relinquishment (by resignation or expiration) of the applicant's license or certificate to practice any profession in any state or country; Drug Enforcement Administration or other controlled substances registration; membership or fellowship in local, state or national professional organizations; or faculty membership at any medical or other professional school;
- 9) The location of offices, names and addresses of other practitioners with whom the applicant is associated and inclusive dates of such association; names and locations of any other hospital, clinic or health care institution where the applicant provides or provided clinical services with the inclusive dates of each affiliation, status held, and general scope of clinical privileges, for the last five years;
- 10) Requests for department assignment(s), staff category after conclusion of provisional status, and specific Clinical Privileges;
- 11) Whether the applicant has ever been charged with or convicted of a crime, other than minor traffic violations, or whether a criminal action is now pending;
- 12) Whether there are any pending or completed actions involving denial, revocation, suspension, reduction, limitation, probation, non-renewal or voluntary relinquishment (by resignation or expiration) of Medical Staff membership, or privileges at another hospital, clinic or health care facility of institution;
- 13) References as required below;
- 14) An acknowledgement that the applicant has read the Medical Staff Bylaws of the Contra Costa Regional Medical Center and Health Centers, that he/she understands said Bylaws, and that he/she agrees to be bound by the terms thereof, as they may be amended from time to time, if he/she is granted membership or Clinical Privileges, and

to be bound by the terms thereof, without regard to whether or not he/she is granted membership and/or clinical privileges in all matters relating to consideration of this application;

- 15) Any and all continuing medical education classes attended by applicant in the last twenty-four (24) months;
- 16) Whether the applicant has had any notification of, or involvement in, a professional liability action, the applicant's complete malpractice claims history, including all information regarding lawsuits, or settlements made, concluded and pending;
- 17) Whether the applicant has been excluded from federal health care program in the past, or is subject to a pending or current exclusion from a federal health care program;
- 18) The applicant's consent to the release and inspection of all records and documents as may be necessary for a thorough evaluation of the applicant's professional qualifications, background and health status;
- 19) The applicant's consent to provide release and a release from liability for all individuals requesting and all individuals providing information related to the applicant's professional qualifications, background, or health, or evaluating and making judgments regarding the applicant's professionalism qualifications, background, or health;
- 20) A valid photo identification issued by a state federal agency;

Applicants to the Resident Staff must furnish the information and/or documentation listed in (1), (2), (5), (6), (8), (11), (12), (14), (18), (19) and (20) above, and may do so by submitting their residency application form, updated as necessary to include these required items, in lieu of submitting the standard application form described herein.

Furthermore, each applicant will be assessed an application fee as determined by policies set forth by the Medical Executive Committee. The application will not be processed without receipt of this fee.

### 5.5.3 References

The applicant must include the names of at least three (3) professionals currently licensed and practicing in the same discipline as the applicant, not currently or about to become corporate or business partners with the applicant in professional practice or personally related to him, who have personal knowledge of the applicant's current clinical ability, competence, ethical character, health status and ability to work cooperatively with others and who will provide specific written comments on these matters, and letters of recommendation for staff membership.

The named individuals must have acquired the requisite knowledge through recent observation of the applicant's professional performance over a reasonable period of time and at least one must have had organizational responsibility for supervision of his/her performance (e.g., Department Chairperson, Service Chief, Training Program Director). The applicant is responsible for submitting three (3) letters of recommendation from the named professional references to the Credentials Committee Chairperson.

At the discretion of the Credentials Committee, the requirement of receipt of all three letters of reference may be reduced to two (2).

### 5.5.4 Effect of Application

The applicant must sign the application and in so doing:

- 1) Attests to the correctness and completeness of all information furnished and acknowledges that any significant misstatement in or omission from the application constitutes grounds for denial of appointment or revocation of Medical Staff membership;
- 2) Signifies his/her willingness to appear for interviews in connection with his/her application;
- 3) Agrees to abide by the terms of the Bylaws, Rules, and policies and procedures manuals of the Medical Staff if granted membership and/or Clinical Privileges, and to abide by the terms thereof in all matters relating to consideration of the application without regard to whether membership and/or privileges are granted;
- 4) Agrees to maintain an ethical practice and to provide continuous care to his or her patients;
- 5) Agrees to keep Medical Staff representatives up to date on any change made or proposed in the status of his/her professional license to practice, DEA or other controlled substances registration, malpractice insurance coverage, and membership or clinical privileges at other institutions;
- 6) Authorizes and consents to Medical Staff representative consulting with prior associates or others who may have information bearing on professional or ethical qualifications and competence and consents to Medical Staff representatives inspecting all records

and documents that may be material to evaluation of said qualifications and competence;

- 7) Releases from any liability all those who, in good faith and without malice, review, act upon or provide information regarding the applicant's competence, professional ethics, utilization practice patterns, character, health status, and other qualifications for staff appointment and clinical privileges.

#### 5.5.5 Processing the Application

##### 1) Verification of Information

After the application is submitted to the Credentials Committee Coordinator, the Credentials Committee Coordinator shall seek to verify the references, licensure status, and other qualification evidence submitted in support of the application, and to obtain the supporting information relevant to the application. The Coordinator shall verify in writing and from the primary source whenever feasible. The Credentials Committee Coordinator shall also query the National Practitioner Databank, and shall promptly notify the applicant of any problems in obtaining any of the information required. Upon such notification, it shall be the applicant's obligation to obtain the required information.

Verification shall include sending a copy of the list of Clinical Privileges requested by the applicant to at least his/her most recent affiliations and a request for specific information regarding his/her competence in exercising those privileges.

When the application is complete as defined in subsection (b), the Credentials Committee Coordinator transmits the application and all supporting materials to the Head of each Department in which the applicant seeks Privileges.

##### 2) Definition of Completed Application

A completed application shall consist of all pertinent material including receipt in the Medical Staff office of all correspondence from references and other medical staffs as required.

##### 3) Incomplete Applications

Incomplete applications will not be accepted for review. In addition to applications which are incomplete as described by Section 5.3, 'Application for Initial Appointment and Reappointment for Medical Staff Membership', applications may be deemed incomplete as follows.

If the MEC, the Medical Staff office, or Credentials Committee, Administrator or Governing Body review the application requests additional information, documentation, or clarification from the applicant, and/or an interview with the applicant, the applicant

will be promptly notified and the application process will be suspended, and the application shall be deemed incomplete, until the requested information, documentation, or clarification has been provided and/or the requested interview has been conducted. No application shall be considered complete until it has been reviewed by the Department Head or designee for each department for which the applicant seeks privileges, the Credentials Committee or designee and the Medical Executive Committee, and all have determined that no further documentation or information is required to permit consideration of the application.

The Medical Staff shall promptly inform the applicant of the specific request(s) made, the time period within which the applicant must satisfy the request and the effect on the application process if the request is not satisfied within that time period.

#### 4) Department Evaluations

The Head of each Department in which the applicant seeks privileges reviews the application and its supporting documentation and forwards to the Credentials Committee a written report as required evaluating the evidence of the applicant's training, experience and demonstrated ability and stating how the applicant's skills are expected to contribute to the activities of the Department.

The Department Head or his/her designee shall conduct an interview with the applicant. If a Department Head requires further information, he/she may defer transmitting his/her report, but overall the combined deferral time generally should not exceed thirty (30) days. In case of a deferral, the Department Head must notify the Chairperson of the Credentials Committee in writing of the deferral and the grounds. If the applicant is to provide additional information or a specific release/authorization to allow Medical Staff's representative to obtain information, the notice to him/her must so state, must be a special notice, and must include a request for the specific data/explanation or release/authorization required and the time frame for response. Failure, without good cause, to respond in a satisfactory manner by that date is deemed a voluntary withdrawal of the application.

#### 5) Credentials Committee Evaluation

The Chairperson of the Credentials Committee or a designated committee member may conduct an interview with the applicant. Following the interview, the Credentials Committee reviews the application, the supporting documentation, the reports from the Department Heads, and any other relevant information available to it. The Credentials Committee then transmits to the Medical Executive Committee (MEC) its written report and recommendations as required. If the Credentials Committee requires further information, it may defer transmitting its report, but generally for not more than thirty (30) days. If the applicant is to provide the additional information or specific release/authorization to allow Medical Staff representatives to obtain information, the



notice to him/her must so state, must be a special notice, and must include a request for the specific data/explanation or release/authorization required and the time frame for response. Failure to respond in a satisfactory manner, i.e. provide the requested information by the date specified is deemed a voluntary withdrawal of the application.

The Credential Committee's written report, as required, is transmitted with all supporting documentation to the MEC.

- 6) The MEC, at its next regular meeting after receiving the Credentials Committee recommendation, reviews the application, the supporting documentation, the reports and recommendations from the Department Heads and Credentials Committee, and any other relevant information available to it. The MEC is responsible for determining staff status. The MEC defers action on the application, or prepares a written report with recommendations as required.
- 7) Effect of Medical Executive Committee Action
  - A. Deferral. Action by the MEC to defer the application for further consideration must, except for good cause, be followed up within forty-five (45) days with its report and recommendations. The Medical Staff President promptly sends the applicant a special notice of an action to defer, including a request for the specific data/explanation or release/authorization, if any, required from the applicant and the time frame for response. Failure, without good cause, to respond in a satisfactory manner by that date is deemed voluntary withdrawal of the application.
  - B. Favorable Recommendation. When the MEC's recommendation is favorable to the applicant in all respects, the Medical Staff President promptly forwards it, together with all supporting documentation, to the Administrator. All supporting documentation means the application form and its accompanying information, the reports and recommendations of the Division and Department Heads, Credentials Committee and MEC, and dissenting views.
  - C. Adverse Recommendation. When the MEC's recommendation is adverse to the applicant, the Medical Staff President promptly forwards it, together with all supporting documentation, to the Administrator, and the Administrator immediately informs the applicant by special notice, and the applicant is entitled to the procedural rights provided in the Bylaws.
- 8) Administrator Action
  - A. On MEC recommendation the Administrator may adopt or reject, in whole or in part, a favorable recommendation or refer the recommendation back to the MEC for further consideration stating the reasons for such referral and setting a time limit within which a subsequent recommendation must be made to the Administrator.
  - B. If the Administrator's action is favorable to the applicant, this action is forwarded to the Governing Body for final approval. If the Administrator's action, after complying with the applicable requirements, is adverse to the applicant in any respect, the

Administrator promptly informs the applicant by special notice, and the applicant is then entitled to the procedural rights provided in the Bylaws.

- C. If the Governing Body, upon receiving a report from the Administrator for favorable action, disagrees with the Administrator, it must comply with the requirements below concerning Conflict Resolution. If, after such compliance, the decision is adverse to the applicant in any respect, the Administrator shall promptly inform the applicant by mailing a special notice to the applicant. The applicant is then entitled to the procedural rights provided in the Bylaws and the applicant shall be so informed by the special notice.
- 9) Content of Reports and Bases for Recommendations and Actions. The report of each individual or group, including the Administrator, required to act on an application must include recommendations as to approval or denial of, and any special limitations on, staff appointment, category of staff membership and prerogatives, Department affiliation(s) and scope of Clinical Privileges.
  - 10) Conflict Resolution. Whenever the Administrator or Governing Body disagrees with the recommendation of the MEC, the matter will be submitted for review and recommendation to a joint conference composed of two members each from the Medical Staff and the Governing Body, appointed by the President of the Medical Staff and the Chairperson of the Governing Body, respectively, before the Governing Body makes its decision.
  - 11) Notice of Final Decision
    - A. The Administrator shall mail notice of the Governing Body's final decision to the applicant, with copies to the Medical Staff President and the applicable Department Head(s).
    - B. A decision and notice to appoint included:
      - 1) The Staff category to which the applicant is appointed;
      - 2) The Department(s) to which he/she is assigned;
      - 3) The Clinical Privileges he/she may exercise; and
      - 4) Any special conditions attached to the appointment.

## 12) Time Periods for Processing

### Individual/Group

- A. Applicant. One hundred and twenty(120) days.
  - 1) If the fully completed application is not received by the Medical Staff Office as defined, within One hundred and twenty(120) days, the application will be returned and reapplication will not be allowed for a period of ninety (90) days and any temporary privileges granted are immediately terminated.
- B. Credentials Committee Coordinator. Thirty (30) days.
- C. Department Heads. Thirty (30) days after receiving material from Credentials Committee Coordinator.

- D. Credentials Committee. Thirty (30) days after receiving reports from the Credentials Committee Coordinator and Department Head.
- E. Medical Executive Committee. At the next regular meeting after receiving report from the Credentials Committee.
- F. Administrator. Fifteen (15) days after receiving report from the Medical Executive Committee.
- G. Governing Board. At the next regular meeting after receiving report from the Administrator.
- H. The time periods set forth are guidelines, not directives, and do not create any rights in any application to have his or her application processed within a specific time frame.

If an applicant is not offered or does not accept an offer for employment (permanent, temporary or contract) at CCRMC and Health Centers, the application will be deemed withdrawn.

When a Medical Staff member's employment (permanent, temporary, or contract) at CCRMC and Health Centers ends, clinical privileges will automatically expire, except when the member requests an exception and the exception is approved by both the Credentialing Committee and the Medical Staff President. This is an administrative action and does not entitle the individual to procedural hearing and appellate review rights.

#### 5.5.6 Staff Category upon Appointment

Except for applicants to the Resident Staff, all appointments to the Staff shall be to the Provisional Staff. After successful completion of the provisional term, as defined, the Medical Executive Committee, after recommendation from the Credentials Committee, shall assign the appropriate staff category.

### 5.6 Reappointment and Requests for Modifications of Staff Status or Privileges

Applications for reappointment are due one hundred and fifty (150) days prior to the expiration of a Member's term. Applications that are not complete at ninety (90) days prior to the expiration of a term are not processed and the membership automatically expires at the end of the term. Applications completed between one hundred and fifty (150) and ninety (90) days from the end of a term are charged a late fee as noted in the Rules.

At least one hundred and eighty (180) days prior to the expiration date of the current staff appointment (except for temporary appointments), a reappointment form developed by the Medical Executive Committee shall be mailed or delivered to the Member. The completed application form and Medical Staff dues are due one hundred and fifty (150) days prior to the expiration date. The department Chair will be notified if the member is delinquent. Each Medical

Staff Member shall submit to the Credentials Committee the completed application form for renewal of appointment to the staff and for renewal or modification of clinical privileges. The reapplication form shall include all information necessary to update and evaluate the qualifications of the applicant including, but not limited to, the matters set forth in these Bylaws as well as other relevant matters.

The results of performance monitoring, evaluation, and identified opportunities to improve care and service are printed and included in the reappointment file. Ongoing Professional Practice Evaluation (OPPE) data are collected and provided as evidence of the practitioner's current competence. A reappointment may be deferred if more information is needed.

Upon receipt of the application, the information shall be processed as set forth commencing at Section 5.4. In addition, the Department Head will review the applicants' QA profile if there is one.

A Medical Staff Member who seeks a modification of Clinical Privileges may submit such a request at any time upon a form developed by the Medical Executive Committee, except that such application may not be filed within one year of the time similar request has been denied.

#### 5.6.1 Effect of Application

The effect of an application for reappointment or modification of staff status or privileges is the same as that set forth in Section 5.5.

#### 5.6.2 Standards and Procedures for Review

When a staff Member submits an application for reappointment, or when the Member submits an application for modification of staff status or Clinical Privileges, the Member shall be subject to an in-depth review generally following the procedures set forth in Section 5.5.

### 5.7 Leave of Absence from the Medical Staff

A Member may request a leave of absence not to exceed two (2) years. No leave is effective unless and until approved by the Medical Executive Committee. At the end of the leave the Member must apply for reinstatement. The Member must provide information regarding his or her relevant activities during the leave of absence if the MEC so requests. During the period of leave, the Member shall not exercise Privileges at the Hospital, and membership rights and responsibilities shall be inactive. The obligation to pay dues, if any, shall continue during the leave unless waived by the Medical Executive Committee.

#### 5.7.1 Reinstatement after a Leave

Failure, without good cause, to request reinstatement of Membership at least thirty (30) days prior to the end of an approved leave shall be deemed voluntary resignation from

the Medical Staff. The MEC shall make recommendations concerning reinstatement of the Member's Membership and Privileges to the Governing Body for final action.

## **5.8 Waiting Period after Adverse Action**

An applicant, Member, or prior Member is not eligible for Membership in the Medical Staff and/or granting of Privileges for twenty-four (24) months after an adverse action regarding his or her Membership or Privileges.

5.8.1 An Adverse Action occurs when any of the following occur:

- A. A final adverse decision regarding appointment or privileges is made by the Governing Body, or an applicant withdraws his or her application or request for Privileges following an adverse recommendation by the Medical Executive Committee to the Governing Body.
- B. A final adverse decision resulting in termination of a Member's membership or Privileges is made by the Governing Body, or if the Member resigns Membership or relinquishes Privileges while an investigation and resolution is pending concerning her/his membership and/or relevant Privileges.,
- C. A final adverse decision resulting in termination or restriction of Privileges or denial of a request for additional Privileges is made by the Governing Body

5.8.2 The Medical Staff may, as part of an adverse action, waive the twenty-four (24) month ineligibility period or limit it in some way including but not limited to require proctoring or supervision.

5.8.3 An action is considered final on the date the application was withdrawn, a Member's resignation became effective, or upon completion of all hearings and appellate reviews described in the Bylaws pertinent to the action. After an ineligibility period, the individual may reapply for Membership or re-request Privileges. The application will be treated as an initial application or request, except that the individual must document to the satisfaction of the Medical Staff that the basis for the adverse action no longer exists and that sufficient measures have been taken to assure that it will not occur again. With regard to the subject of the adverse action, the Medical Staff may impose more stringent conditions and requirements for evaluation, documentation, and monitoring than it might in an application de novo or it may deny the request outright.

## **5.9 Confidentiality and Impartiality**

To maintain confidentiality and to assure the unbiased performance of appointment and reappointment functions, participants in the credentialing process shall limit their discussion of the matters involved to the formal avenues provided in the Bylaws for processing applications and for appointment and reappointment.

## ARTICLE 6

### PRIVILEGES

#### 6.1 Exercise of Privileges

Except as otherwise provided in these Bylaws, every Member providing direct clinical services at this Hospital shall be entitled to exercise only those Privileges specifically granted to him or her. Clinical privileges may be granted, continued, modified, or terminated by the Governing Body only upon the recommendation of the Medical Staff as outlined in these Bylaws.

#### 6.2 Delineation of Privileges in General

##### 6.2.1 Requests

- A. Each applicant for appointment and reappointment to the Medical Staff must contain a request for the specific Privileges desired by the applicant. A request for modification of Privileges must be supported by documentation of training and/or experience supportive of the request. A Member may make requests for modifications of Privileges at any time.
- B. Each department is responsible for developing written criteria for granting Privileges. These criteria take effect only after approval by the Medical Executive Committee (MEC.)

##### 6.2.2 Basis for Privilege Determinations

Requests for Privileges shall be evaluated upon the basis of the Member's education, training, experience, demonstrated professional competence and judgment, clinical performances, and the documented results of patient care. Privilege determinations shall also be based upon pertinent information concerning clinic performance obtained from other sources, especially other institutions and health care setting where an individual exercises Privileges.

##### 6.2.3 Privileges for Department Heads

Privileges for Department Heads will be acted upon by the Medical Staff President. If a Department Head is also the Medical Staff President, privileges will be acted upon by the Past President. In no event will a Department Head approve his/her own privileges.

##### 6.2.4 Admissions

Dentists, oral surgeons, podiatrists and clinical psychologist Members are non-Physician members. They may admit patients only if a Physician Member assumes responsibility for the care of the Patient's medical problems during the hospitalization. These non-physician members may participate in the patient's care to the extent allowed by the responsible Physician Member and the Medical Staff Bylaws and Rules.

### 6.2.5 Medical Appraisal

A Physician Practitioner shall provide ongoing medical evaluation of all patients receiving some care from a non-physician Member. The Physician shall also provide appropriate supervision and control of the patient care provided by the non-physician Member.

### 6.3 Non-licensed Resident Physicians

By virtue of their enrollment in an accredited training program, non-licensed Residents hold Privileges to admit patients and provide services as assigned under the supervision of the various Department Chairpersons and the Residency Director. A Physician Member who has Privileges for the patient care being rendered must supervise non-licensed Residents.

### 6.4 Temporary Privileges

#### 6.4.1 Circumstances

The Administrator (or his/her designee), with the written concurrence of the Medical Staff President and the Chairperson of the Department where the Privileges will be exercised, may grant temporary Privileges to a practitioner subject to the following conditions:

#### A. Pendency of Application:

After receipt of a completed application for appointment or reappointment (see Section 5.4, including a request for specific Privileges for an initial period of sixty (60) days while the application is being processed. If the processing of the completed application by the Medical Staff requires more than sixty (60) days, the temporary Privilege may be extended for up to an additional sixty (60) days at the discretion of the Medical Staff President or his/her designee. Temporary Privileges shall automatically terminate at the end of a maximum of one hundred and twenty (120) days, unless earlier terminated in accordance with the Bylaws.

#### B. Important Patient Care, Treatment and Service Need.

After receipt of an application for appointment or reappointment, including a request for specific Privileges, an applicant may be granted temporary privileges for the purposes of important patient care, treatment or service need, for an initial period of sixty (60) days while the application is being processed. The Medical Staff must be able to verify the applicant's current licensure and competence, or temporary Privileges are denied. The National Provider Data Bank will be queried. If the processing of the application by the Medical staff requires more than sixty (60) days, the temporary Privileges may be extended for up to an additional one hundred and twenty (120) days at the discretion of the Medical Staff President or his/her designee. Temporary Privileges shall automatically terminate at the end of a maximum of one hundred and eighty (180) days, unless earlier terminated in accordance with the Medical Staff Bylaws.

#### 6.4.2 Conditions

Temporary Privileges may be granted only after the practitioner has submitted a written application for appointment and a request for temporary Privileges and the information available reasonably supports a favorable determination regarding the requesting practitioner's licensure, qualifications, ability, and judgment to exercise the Privileges requested, and only after the practitioner has satisfied the requirement regarding professional liability insurance. The chairperson of the department to which the practitioner is assigned shall be responsible for supervising the performance of the practitioner granted temporary Privileges, or for designating a department member who shall assume this responsibility. That Chairperson may impose special requirements of consultation and reporting. Before temporary Privileges are granted, the practitioner must acknowledge in writing that he/she has received a copy of the Bylaws and Rules and that he/she agrees to be bound by the terms thereof in all matters relating to his/her temporary Privileges.

#### 6.4.3 Termination

The Administrator or the President of the Medical Staff may terminate any or all of a practitioner's temporary Privileges:

- A. Upon discovery of any information or the occurrence of any event of a nature which raises question about a practitioner's professional qualifications or ability to exercise any or all of the temporary Privileges granted by the Administrator or President of the Medical Staff;
- B. If the life or well-being of a patient is endangered in the opinion of the grantor of the temporary Privilege;
- C. In addition, any person entitled under these Bylaws to impose summary suspensions may terminate temporary Privileges if the well-being of a patient is endangered or thought to be endangered by the person termination the temporary Privilege. Any such termination shall be reviewed at the next scheduled meeting of the Medical Executive Committee. In the event of any such termination, the Department will assign the practitioner's patients then in the Hospital to another practitioner(s) or Division Head responsible for supervision. The wishes of the patient will be considered, where feasible, in choosing a substitute practitioner.

#### 6.4.4 Rights of the Practitioner

A practitioner shall not be entitled to the procedural rights afforded by these Bylaws merely because his/her request for temporary Privileges is denied. However, if all or any portion of his/her temporary Privileges are terminated or suspended, the practitioner shall be entitled to those procedural rights.



## **6.5 Emergency Privileges**

In the event of an emergency, any Member of the Medical Staff is permitted to do everything reasonably possible to save the life of a patient or to save a patient from serious harm. The Member shall promptly enlist assistance from and yield patient care to a qualified Member as soon as one becomes available.

## **6.6 Focused Professional Practice Evaluation (FPPE)**

### **A. General Requirements**

All initial appointments to the Medical Staff and all Members granted new Privileges shall be subject to Focused Professional Practice Evaluation (FPPE). Information used for evaluation may be obtained through, but is not limited to the following:

- 1) Concurrent or targeted medical record review.
- 2) Direct observation.
- 3) Monitoring/proctoring of diagnostic, procedural, and/or treatment techniques.
- 4) Discussion with other practitioners involved in the care of specific patients.
- 5) Interviews with the physician involved in the patient's care.
- 6) Sentinel event data.
- 7) Any applicable peer review data.
- 8) Review of data from other institutions with applicant/member's permission.

- B. Each appointee or recipient of new Clinical Privileges shall be assigned to a department (or departments) where performance on an appropriate number of cases as established by the Medical Executive Committee shall be observed by the chair of the department or the chair's designee, to determine suitability to continue to exercise the Clinical Privileges granted in that department.
- C. The Member shall remain subject to FPPE until the Credentials Committee has been furnished with a report signed by the chair of the department(s) to which the member is assigned describing the types and numbers of cases observed and the evaluation of the applicant's performance, a statement that the applicant appears to meet all of the qualifications for unsupervised practice in that department.
- D. FPPE may be implemented whenever the Medical Executive Committee or its designee determines that additional information is needed to assess a Member's performance.
- E. FPPE is not an adverse action or a disciplinary measure. It is a means of gathering information regarding a Members' skills. Therefore, the requirements of proctoring does not itself give rise to the hearing rights triggered by an adverse action.
- F. During FPPE, the Member must demonstrate the requisite competence required to exercise the Clinical Privileges.

### **6.6.1 Completion of FPPE**

FPPE shall be deemed successfully completed when the Credentials Committee has received sufficient information about the applicant's competency.

#### 6.6.2 Requirements to Provide FPPE

Members of the Medical Staff shall serve in a manner consistent with FPPE requirements. Refusal to serve in this capacity, without good cause, as determined by the Medical Executive Committee, is grounds for corrective action.

#### 6.6.3 Failure to Complete FPPE

A Member who fails to complete the required initial FPPE within one year shall be deemed to have voluntarily withdrawn his or her request for those Privileges. The Credentials Committee or the Medical Executive Committee may extend the time for completion of FPPE in appropriate cases. If a Member completes the necessary FPPE but fails to perform competently he or she may have the relevant Privileges revoked or involuntarily modified in order to assure quality patient care. Failure to successfully complete proctoring may, in certain situations, be adequate grounds for revocation, suspension, or other involuntary modification of membership and/or privileges. Such actions regarding Privileges and Membership qualify as adverse actions entitling the practitioner to appropriate procedural hearings.

### **6.7 Disaster Privileges**

In the event of a disaster of sufficient magnitude to require use of resources beyond those available to the Hospital and Medical Staff, privileges may be granted to volunteers on an emergent basis to handle immediate patient care needs.

#### 6.7.1 Declaration of Disaster

The Hospital disaster plan must be implemented prior to consideration of granting disaster Privileges.

#### 6.7.2 Individuals Responsible for Granting Disaster Privileges

The Medical Staff President or his/her designee, or the Administrator or his/her designee(s) are responsible for granting disaster Privileges. Under the disaster plan, and in the absence of the above persons or designees, the incident commander, or his/her designee(s), is the individual responsible for granting disaster Privileges until the above person or designees are present to carry out the function of granting Disaster Privileges.

##### A. Responsibilities of Individuals Granting Disaster Privileges.

Disaster Privileges may be granted on a case-by-case basis, and the responsible individual, at his or her discretion, is not required to grant Privileges to any individual.

#### 6.7.3 Identification Requirements for Disaster Privileges

Disaster Privileges may be granted upon the presentation of a valid photo identification issued by a state or federal agency, and at least one of the following items;

- A. A current hospital ID card that clearly identifies professional designation.
- B. A current license to practice and a valid photo ID issued by a state or primary source verification of the license.
- C. Identification indicating that the individual is a member of a Disaster Medical Assistance Team (DMAT) or MRC, ESAR-VHP, or other recognized state or federal organization or group.
- D. Identification indicating that the individual has been granted authority to render patient care, treatment, and services in disaster circumstances (such authority having been granted by a federal, state, or municipal entity.)
- E. Verification of identity and qualifications by current Hospital or Medical Staff Member(s) with personal knowledge of the practitioner's identity and qualifications.

#### 6.7.4 Disaster Identification

Practitioners granted disaster Privileges shall be identifiable to other staff by the wearing of a Disaster Identification Badge.

#### 6.7.5 Management of Persons Granted Disaster Privileges

Persons granted disaster Privileges will be assigned duties either by the granting authorities as defined in Section 6.6.2, 'Individuals Responsible for Granting Disaster Privileges,' or assigned to a specific department, by the Department Chair or his/her designee. In the absence of these persons, the incident commander may assign duties or delegate this responsibility to person(s), identified in the disaster plan, who are responsible for designation of duties.

The Medical Staff oversees the professional practice of volunteer licensed independent practitioners by direct observation and clinical record review.

Disaster Privileges are automatically terminated when the disaster plan is deactivated. Disaster Privileges may be revoked at any time or for any reason by the Medical Staff President, Administrator, Department Chair, or their designee(s).

The Hospital must make a decision (based on information obtained regarding the professional practice of the volunteer) within seventy-two (72) hours related to the continuation of disaster Privileges initially granted.

#### 6.7.6 Verification Process

Verification:

Primary source verification of licensure begins as soon as the immediate situation is under control and is usually completed within seventy-two (72) hours from the time the volunteer practitioner presents to the organization. In extraordinary circumstances, when primary

source verification cannot be completed in seventy-two (72) hours, there must be documentation of the following:

- Why the Primary source verification could not be performed;
- Evidence of demonstrated ability to continue to provide adequate care, treatment and services.

Primary source verification must still be done as soon as possible.

## ARTICLE 7

### GENERAL MEDICAL STAFF OFFICERS

#### 7.1 Identification

The general officers of the Medical Staff are the President, the President -Elect, and the Past President.

#### 7.2 Qualifications

Each general officer must:

7.2.1 Be a member of the Active Staff at the time of nomination and election and remain a Member in good standing during his/her term of office;

7.2.2 Be licensed as a physician and surgeon;

7.2.3 Willingly and faithfully discharge the duties of the office; and

7.2.4 Exercise the authority of the office held, working with the other general and Department officers of the Medical Staff.

#### 7.3 Attainment of Office

7.3.1 The election for the office of President-Elect shall take place in January of odd-numbered years. The person who receives the majority of the votes cast is the President-Elect and shall immediately assume the office. On July 1 of that same year, the President-elect shall assume the office of the President.

##### 7.3.2 Term of Office

The President shall serve a two-year term, and may serve a maximum of four consecutive terms. If nonconsecutive, the number of terms a President may serve is not subject to limit. At the conclusion of the President's term(s) of office, the President shall assume the office of Past-President.

7.3.3 Should the incumbent President be reelected, the office of President-Elect shall remain vacant until the next January election for President.

#### 7.3.4 Nomination

The MEC shall nominate qualified candidates for the office of President-Elect. Each nominee must be an M.D. or a D.O. Nominations may also be made from the floor at the October quarterly meeting by a Member of the Active Staff in good standing. Any such floor nomination must be seconded by a Member of the Active Staff in good standing and accompanied by evidence of the nominee's willingness to be nominated.

#### 7.3.5 Election

The President-Elect is chosen from among the nominated candidates by election as defined in these Bylaws. Candidates for Medical Staff President-Elect may submit a written statement not to exceed two pages to the Medical Staff Office no later than close of business on December 3rd. On or before December 7th, the Medical Staff Office shall mail to all active Members of the Medical Staff a list of the candidates for Medical Staff President-Elect, accompanied by the candidates' statements, if any. Approximately thirty (30) days, but no less than twenty-five (25) days, before the January meeting of the Medical Executive Committee, the Medical Staff Office shall mail ballots to all active Members of the Medical Staff.

7.3.6 In order for a ballot to be counted, it must be returned to the Medical Staff Office no later than close of business on the 11th day before the January meeting of the Medical Executive Committee. The Medical Staff President and at least one other member of the MEC shall count the ballots, unless the Medical Staff President is a candidate. In that event, the MEC shall designate a second member of the MEC to count ballots. As soon thereafter as possible, the MEC shall notify all candidates of the election results. Thereafter, but at least seven (7) calendar days before the January meeting of the MEC, the MEC shall post, or otherwise disclose the election results to the Medical Staff.

### 7.4 Vacancies

7.4.1 If the office of the President becomes vacant after an election but before the end of the current President's term, the President-Elect will assume office to fill that vacancy and will serve the remainder of the current President's term and his/her own full term as President. If the office of the President becomes vacant while the election is underway, the Past President will serve as Acting President until the results of that election are determined. Once those results are determined, the President-Elect will assume office and will serve the remainder of the current President's term and his/her own full term as President. At any other times, if the office of the President becomes vacant, the Past President will serve as Acting President pending the outcome of a special election for the office of President to be conducted as expeditiously as possible and generally in the same manner as provided in this Article. The MEC may determine, however, not to call a special election if a regular election for the office is to be held within ninety (90) days. The winner of a special election will serve only the remainder of the current President's term.

7.4.2 In the event of a vacancy in the office of Past President, the MEC shall appoint a Member of the MEC to serve out the remainder of the vacated term.

## **7.5 Resignation and Removal from Office**

### **7.5.1 Resignation**

Any general Medical Staff officer may resign at any time by giving written notice to the Medical Executive Committee. Such resignation, which may or may not be made contingent upon formal acceptance, takes effect on the date specified in the resignation or, if no date is specified, on the date of receipt.

### **7.5.2 Removal**

**A. Authority and Mechanism:**

- 1) Removal of a general staff officer may be effected by two-thirds majority vote by secret ballot of the members of the Active Staff in good standing.

**B. Grounds:**

- 1) Permissible grounds for removal of a general staff officer include, without limitation;
  - C. Failure to perform the duties of the position held in a timely and appropriate manner;
  - D. Failure to continuously meet the qualifications for the position;
  - E. Physical or mental infirmity that renders the officer incapable of fulfilling the duties of his/her office.

## **7.6 Duties of General Staff Officers**

### **7.6.1 Medical Staff President**

The Medical Staff President shall serve as the Chief Office of the Medical Staff. The duties of the Medical Staff President shall include, but are not limited to:

- A. Enforcing the Bylaws and Rules, implementing sanctions where indicated, and enforcing procedural safeguards where corrective action has been requested or initiated;
- B. Calling, presiding at, and being responsible for the agenda of all meetings of the Medical Staff;
- C. Serving as the chair of the Medical Executive Committee;
- D. Serving as an ex-officio member of all other Medical Staff Committees;
- E. Interacting with the Administrator and the Governing Body in all matters concerning the Hospital;
- F. Appointing, in consultation with the Medical Executive Committee, committee members for all standing and special medical Staff, liaison, and multi-disciplinary committees, except where otherwise provided by these Bylaws and, except where otherwise indicated, designating the chairpersons of these committees;
- G. Representing the views and policies of the Medical Staff to the Governing Body and to the Administrator;

- H. Being a spokesperson for the Medical Staff in external professional and public relations;
- I. Performing such other duties as may be required by the Bylaws, the Medical Staff, or by the Medical Executive Committee;
- J. Serving as an ex-officio member on liaison committees with the Governing Body and Administration and with outside licensing and accreditation agencies.

#### 7.6.2 President-Elect

The President-Elect shall assume all duties and authority of the Medical Staff President in the absence of the Medical Staff President. The President-Elect shall also be a member of the Medical Executive Committee and an ex-officio member of the Joint Conference Committee. The President-Elect shall perform such other duties as the Medical Staff President may assign or delegate to the President-Elect.

#### 7.6.3 Past President

The Past President shall have the same duties and responsibilities as the President-Elect in the absence of the President-Elect.

## ARTICLE 8

### DEPARTMENT AND DIVISIONS

#### 8.1 Organization of Departments

Each Department shall be organized as an integral unit of the Medical Staff and shall have a chair. The authority, duties, method of selection and responsibilities of these Department officers is set forth below. Each Department may appoint such standing or ad-hoc committees as it deems appropriate to perform its required functions. A Department may be further divided, as appropriate, into divisions. The division shall be directly responsible to the Department within which it functions. Each division shall have a division chief, appointed by the department head or elected by the division members, entrusted with the authority, duties and responsibilities specified in Section 8.7. When appropriate, the Medical Executive Committee may recommend to the Medical Staff the creation, elimination, modification, or combination of Departments or divisions.

##### 8.1.1 Current Clinical Departments and Divisions:

The current Clinical Departments and Divisions are:

1. Family and Adult Medicine
  - i. West County
  - ii. Martinez



- iii. Concord
- iv. East
- v. Far East
- 2. Internal and Specialty Medicine
- 3. Hospital Medicine
- 4. Emergency Medicine
- 5. Psychiatry/Psychology
- 6. Pediatrics
- 7. Obstetrics and Gynecology
- 8. Surgery
- 9. Anesthesia
- 10. Critical Care Medicine
- 11. Dental
- 12. Diagnostic Imaging
- 13. Pathology

(a)

## **8.2 Assignment to Departments**

Each Member shall be assigned membership in at least one Department, but may also be granted membership and/or Privileges in other Departments.

## **8.3 Functions of Departments**

The functions of each Department shall include:

- 1) Conducting patient care reviews for the purpose of analyzing and evaluating the quality and appropriateness of care and treatment provided to patients within the Department. The Department shall routinely collect information about important aspects of patient care provided in the Department, periodically assess this information, and develop objective criteria for use in evaluating patient care. Patient care reviews shall include all clinical work performed under the jurisdiction of the Department;
- 2) Recommending to the Medical Executive Committee guidelines for the granting of Clinical Privileges and the performance of specified services within the Department;
- 3) Evaluating and making appropriate recommendations regarding the qualification of applicants seeking appointment or reappointment and Clinical Privileges within that Department;
- 4) Conducting, participating in, and making recommendations regarding continuing education programs pertinent to departmental clinical practice;
- 5) Reviewing and evaluating departmental adherence to: (1) Medical Staff policies and procedures; and (2) sound principles of clinical practice;
- 6) Coordinating patient care provided by the Department's Members with nursing and ancillary patient care services;
- 7) Submitting written reports to the Medical Executive Committee concerning: (1) the Department's review and evaluation activities, actions taken thereon and the results of such

- action; and (2) recommendations for maintaining and improving the quality of care provided in the Department and Hospital;
- 8) Meeting regularly for the purpose of considering patient care review findings and the results of the Department's review and evaluation activities, as well as reports on other Department and staff functions;
  - 9) Establishing such committees or other mechanisms as are necessary and desirable to perform properly the functions assigned to it, including proctoring protocols;
  - 10) Taking appropriate action when important problems in patient care and clinical performance or opportunities to improve care are identified;
  - 11) Accounting to the Medical Executive Committee for all professional and Medical Staff administrative activities within the Department;
  - 12) Appointing such committees as may be necessary or appropriate to conduct Department functions;
  - 13) Formulating recommendations for departmental rules and regulation reasonably necessary for the proper discharge of its responsibilities subject to the approval by the Medical Executive Committee and the Medical Staff;

When the department or any of its committees meet to carry out the duties described above, the meeting body shall constitute a peer review body, which is subject to the standards and entitled to the protections and immunities afforded by federal and state law for peer review bodies and/or committees. Each department and/or its committees, if any, must meet regularly to carry out its/their duties.

#### **8.4 Department Heads**

Each Department shall have a Department Head who shall be a Member of the active Medical Staff and shall be certified by an appropriate specialty board, or affirmatively establish, through the Privilege delineation process, that the person possesses comparable competence in at least one of the clinical areas covered by the Department.

Each Department Head shall have the following authority, duties and responsibilities:

- 1) Act as presiding Officer (Chairperson) at departmental meetings;
- 2) Report to the Medical Executive Committee and the Medical Staff President regarding all professional and administrative activities within the Department;
- 3) Generally monitor the quality of patient care and professional performance rendered by Members with Clinical Privileges in the Department through a planned and systematic process; oversee the effective conduct of the patient care, evaluation, and monitoring functions delegated to the department by the Medical Executive Committee;
- 4) Prepare and transmit to the appropriate authorities, as required by these Bylaws, recommendations concerning appointment, reappointment, delineation of Clinical Privileges, and corrective action with respect to practitioners holding membership or exercising privileges or services in the Department;
- 5) Annually review, and amend as necessary, Department policies and procedures;

- 6) Participate in managing the Department through cooperation and coordination with nursing and other patient care services and with Administration on all matters affecting patient care, including personnel, equipment, facilities, services, and budget;
- 7) Endeavor to enforce the Bylaws, Rules and policies and regulations with the Department;
- 8) Appoint an acting Department Head (Vice-Chairperson) during any absence;
- 9) Assure all Department functions are performed;
- 10) Perform such other duties commensurate with the office as may from time to time be reasonably requested by the Medical Staff President or the Medical Executive Committee;
- 11) Plan and conduct, as requested by and in cooperation with the Residency Director, a program of instruction, supervision, and evaluation of Residents’
- 12) Assess and recommend to the relevant hospital authority off-site sources for needed patient care services not provided by the department or organization;
- 13) Recommend a sufficient number of qualified and competent persons to provide care, treatment and services;
- 14) Determine the qualifications and competence of Department or service personnel who are not licensed independent practitioners and who provide patient care, treatment and service;
- 15) Continually assess and improve the quality of care, treatment and services;
- 16) Maintain quality control programs, as appropriate;
- 17) Oversee the orientation and continuing education of all persons in the Department or service;
- 18) Recommend space and other resources needed by the Department or service;
- 19) Recommend to the Medical Staff the criteria for Clinical Privileges that are relevant to the care provided in the Department;
- 20) Integrate the Department or service into the primary functions of the organization and coordinate and integrate interdepartmental and intradepartmental services;
- 21) Develop and implement policies and procedures that guide and support the provision of care, treatment and services.

## **8.5 Election of Department Heads**

8.5.1 In April of each election year, the active Medical Staff of the applicable Department shall elect a Department Head.

8.5.2 The following Departments shall elect a Department Head in odd-numbered years: Family and Adult Medicine, Anesthesia, Pediatrics, Internal and Specialty Medicine, Hospital Medicine, Pathology and Dentistry.

The following Departments shall elect a Department Head in even-numbered years: Emergency Medicine, Surgery, Psychiatry/Psychology, Diagnostic Imaging, Obstetrics & Gynecology and Critical Care.

8.5.3 The Medical Staff President shall request nominations for Department Head at the January Quarterly Medical Staff meeting and at the applicable Department meeting.

Nominations may be submitted by any department member within the nominating department regardless of status (e.g. active; courtesy, etc.). Nominations may be made only to the current Department Head or to the Medical Staff President.

The last day to nominate a candidate for Department Head is March first. Candidates may submit a written statement not to exceed two pages to the Medical Staff office no later than close of business on March 3<sup>rd</sup>. The Medical Staff Office shall mail a list of candidates to all active Members of the Medical Staff in the affected Department no later than March 7<sup>th</sup>. The candidates' statements, if any, shall accompany the list.

- 8.5.4 Approximately thirty (30) days, but no less than twenty-five (25) days, before the April meeting of the Medical Executive Committee, the Medical Staff office shall mail ballots to all the active Medical Staff Members within the affected Department.

In order for a ballot to be counted, it must be returned to the Medical Staff Office no later than close of business on the 11<sup>th</sup> day before the April meeting of the Medical Executive Committee. The Medical Staff President and at least one other member of the Medical Executive Committee shall count the ballots, unless the Medical Staff President is a candidate. In that event, the Medical Executive Committee shall designate a second member of the Medical Executive Committee to count ballots. As soon thereafter as possible, the Medical Executive Committee shall notify all candidates of the election results. Thereafter, but at least seven (7) calendar days before the April meeting of the medical Executive Committee, the Medical Executive Committee shall post, or otherwise disclose to the Medical Staff, the election results.

- 8.5.5 The Medical Executive Committee shall review the newly elected Department Heads for approval at its April meeting. The elected Department Head is thereafter subject to the approval of the Chief Medical Officer. In the event that the elected Department Head is not approved by either the Medical Executive Committee or the Chief Medical Officer, a new election shall be conducted as soon as possible. If the Chief Medical Officer does not approve a Department Head, she/he will discuss the reasons for disapproval at the next Medical Executive Committee meeting.

- 8.5.6 The Medical Staff President can appoint an acting Department Head, subject to MEC approval, to carry out the duties of Department Head until an election is possible.

- 8.5.7 Term of Office

The term of office of Department Heads is two Medical Staff years. Each assumes office on the first day of the Medical Staff year, except that a Department Head appointed to fill a vacancy assumes office immediately upon appointment. Each Department Head serves until the end of his or her term until a successor is elected, unless he/she resigns sooner or is removed from office. A Department Head is eligible to succeed himself/herself.

#### 8.5.8 Removal

After election and ratification, removal of a Department Head from office may occur for cause by two-thirds vote of the Medical Executive Committee or a two-thirds vote of the Department Members on active staff.

### 8.6 Functions of Divisions

Subject to approval of the Medical Executive Committee, each division shall perform the functions assigned to it by the Department Chairperson. Such functions may include, without limitation, retrospective patient care reviews, evaluation of patient care practices, credentials review and privileges delineation, and continuing education programs. The division shall transmit regular reports to the Department Head on the conduct of its assigned functions.

### 8.7 Division Heads

Each division shall have a Division Head who shall be a Member of the active or provisional Staff and a Member of the division which he/she heads, and shall be certified by an appropriate specialty board, or affirmatively establish through the privilege delineation process that he/she possesses comparable competence in at least one of the clinical areas covered by the division.

Each Division Head shall:

- 1) Act as presiding officer at division meetings;
- 2) Assist in the development and implementation, in cooperation with the Department Head, of programs to carry out the quality review and monitoring functions assigned to the division;
- 3) Continually review the patient care and the professional performance of Division members, and report to the Department Head patterns or situations affecting patient care within the Division;
- 4) As requested by and in cooperation with the Department Head, conduct investigations and submit reports and recommendations to the Department Head regarding the Clinical Privileges to be exercised within his/her division by Members of or applicants to the Medical Staff;
- 5) Manage the Division through cooperation and coordination with nursing and other patient care services and with Administration on all matters affecting patient care, including personnel, equipment, facilities, services, and budget;
- 6) Assure all Division functions are performed;
- 7) Perform such other duties commensurate with the office as may from time to time be reasonably requested by the Department Head, the Medical Staff President, or the Medical Executive Committee.

### 8.8 Election of Division Heads

8.8.1 In April of each election year, the active Medical Staff of the applicable division shall elect a Division Head as set forth below.

8.8.2 Family and Adult Medicine West County and Family and Adult Medicine Far East County shall elect Division heads in even-numbered years; Family and Adult Medicine Martinez, Family and Adult Medicine Concord and Family and Adult Medicine East County shall elect Division Heads in odd-numbered years.

8.8.3 The Medical Staff President shall request nominations for Division Heads at the January Quarterly Medical Staff meeting and at the applicable division meeting. Nominations may be made only to the current Department Head or to the Medical Staff President.

The last day to nominate a candidate for Division Head is March 1st. Candidates may submit a written statement not to exceed two pages to the Medical Staff Office no later than close of business on March 3rd. The Medical Staff Office shall mail ballots to all the active Medical Staff Members within the affected division no later than March 7th. The candidates' statements shall accompany the list, if any.

8.8.4 Approximately thirty (30) days, but no less than twenty-five (25) days, before April meeting of the Medical Executive Committee, the Medical Staff Office shall mail ballots to all the active Medical Staff Members within the affected division.

For a ballot to be counted, it must be returned to the Medical Staff Office no later than the close of business on the 11th day before the April meeting of the Medical Executive Committee. The Medical Staff President and at least one other member of the Medical Executive Committee shall count the ballots, unless the Medical Staff President is a candidate. In that event, the Medical Executive Committee shall designate a second member of the Medical Executive Committee to count ballots. As soon thereafter as possible, the Medical Executive Committee shall notify all candidates of the election results. Thereafter, but at least seven calendar days before the April meeting of the Medical Executive Committee, the Medical Executive Committee shall post, or otherwise disclose to the Medical Staff, the election results.

8.8.5 The newly elected Division Heads shall be reviewed for approval by the appropriate Department Head prior to the April meeting of the Medical Executive Committee and by the Medical Executive Committee at its April meeting. The elected Division Head is thereafter subject to approval of the Chief Medical Officer. In the event that the elected Division Head is not approved by the Department Head, the Medical Executive Committee or the Chief Medical officer, a new election shall be conducted as soon as possible. If the Department Head or the Chief Medical Officer does not approve a Division head, she/he will discuss the reasons for disapproval at the next Medical Executive Committee meeting.

8.8.6 Division members shall fill vacancies due to any reason for the unexpired term by election as soon as possible. The Department Head can appoint an acting Division head, subject to MEC approval, to carry out the duties of Division Head until this election is possible.

8.8.7 Term of Office

The term of office of Division heads is two Medical Staff years. Each assumes office on the first day of the Medical Staff year, except that a Division head elected to fill a vacancy assumes office immediately upon election. Each Division head serves until the end of his/her term and until a successor is elected, unless he/she sooner resigns or is removed from office. A Division Head is eligible to succeed himself/herself.

#### 8.8.8 Removal

After selection and ratification, a Division head may be removed for cause by the Department Head, a two-thirds vote of the Division Members on active Staff, or by a two-thirds vote of the MEC.

## ARTICLE 9

### COMMITTEES

#### 9.1 General Provisions

##### 9.1.1 Designation

- A. The Medical Executive Committee and the other committees described in these Bylaws shall be standing committees of the Medical Staff unless otherwise indicated.
- B. The Chairperson of the Medical Executive Committee, a standing committee, or a Department may create subcommittees, or Ad-Hoc committees, in order to carry out specified tasks. These specified tasks must be within the scope of authority of the committee whose chairperson created the committee. Such committees terminate once the specified task is completed and are not standing committees.

##### 9.1.2 Appointment of Members to Committees

- A. The Medical Staff President, with the approval of the MEC, shall appoint chairpersons and members of standing committees unless otherwise specified in the Bylaws. Committee members are appointed for a term of one Medical Staff year unless otherwise specified by the Bylaws, and shall serve either until the end of this period, until the member's successor is appointed, or until the member resigns or is removed from the committee.
- B. Only Medical Staff in good standing may be voting members of any Medical Staff Committee. Other individuals may be appointed to committee positions as either Ex-officio or non-medical Staff members.
- C. For committees that are not standing committees, the person creating the committee shall appoint Chairpersons and Members.

##### 9.1.3 Removal of Committees

Unless otherwise specified in the Bylaws, committee members may be removed by the appointing authority without cause.

##### 9.1.4 Vacancies

Vacancies on any committees shall be filled in the same manner as an original appointment is made.

##### 9.1.5 Conduct of Meeting of Committees

Committee meetings shall be conducted and documented in the manner specified in these Bylaws.

##### 9.1.6 Attendance of Non-Members



Members in good standing of the Medical Staff who are not committee members may attend committee meetings only with the permission of the Chair of the committee.

#### 9.1.7 Accountability

All committees of the Medical Staff are accountable to the Medical Executive Committee.

## 9.2 Medical Executive Committee

### 9.2.1 Composition

The Medical Executive Committee (MEC) consists of the following Members of the Medical Staff as voting members:

- 1) President of the Medical Staff;
- 2) President-Elect;
- 3) Past President;
- 4) Clinical Department Heads;
- 5) Division heads;
- 6) The Chairpersons of the following committees shall be voting members of the MEC:
  - A. Administrative Affairs
  - B. Ambulatory Policy
  - C. Credentials
  - D. Patient Safety and Performance Improvement
  - E. Patient Care Policy and Evaluation
- 7) Chief administrators are official members of MEC with regular reporting duties without voting rights. These include the Director of Health Services, the Chief Financial Officer, the Chief Executive Officer of Hospital and Clinics, the Chief Medical Officer, the Chief Nursing Officer, the Chief Operations Officer for CCRMC/HC, the Ambulatory Care Medical Director, the Hospital Medical Director, Medical Director of Patient Safety and Performance Improvement, the Chief Medical Informatics Officer, the Residency Program Director and the Medical Director of Contra Costa Health Plan. The Chairperson of the MEC may invite other individuals to participate in the MEC meetings as non-voting guests.

### 9.2.2 Duties

The Medical Executive Committee shall:

- A. Perform and/or delegate performance of all Medical Staff functions in a manner consistent with the Bylaws and the Rules;
- B. Coordinate and implement the Activities of the committees and the Departments;
- C. Make recommendations regarding Medical Staff membership and privileges;
- D. Initiate and pursue disciplinary or corrective actions when indicated;

- E. Supervise the Medical Staff's compliance with the Medical Staff Bylaws, Rules and policies;
- F. Supervise the Medical Staff's compliance with County laws, rules, policies and procedures;
- G. Supervise the Medical Staff's compliance with state and federal laws and regulations;
- H. Supervise the Medical Staff's compliance with TJC and other applicable accreditation and certification rules;
- I. Regularly report to the Governing Body regarding the status of Medical Staff issues;
- J. Meet monthly to conduct Medical Staff business;
- K. Represent and act on behalf of the Medical Staff in the intervals between Medical Staff meetings, subject only to such specific limitations as may be imposed by those Bylaws.

### **9.3 Committees**

In order to remain in good standing on a committee, a member must attend at least 50 percent of the meetings.

#### **9.3.1 Administrative Affairs Committee**

##### **A. Purpose and Meetings**

The Administrative Affairs Committee (AAC) fulfills staff responsibilities relating to review and revision of Medical Staff Bylaws and related manuals and forms and assumes the responsibilities for investigating and providing recommendations on such other administrative policy-making and planning matters and activities of concern to the Staff as are referred by the MEC. The AAC oversees the Institutional Review Committee (IRC) which reviews, approves or denies, monitors and evaluates research projects, protocols, and clinical investigations to be conducted within the Medical Services, in compliance with the regulations of the Food and Drug Administration and observing all requirements of any other applicable regulatory authorities for any given study. The AAC may overrule a positive recommendation of the IRC, but the AAC may not approve a study or the use of an investigational agent if disapproved/denied by the IRC. The AAC meets as needed, and reports to the MEC. When appropriate, it shares its monitoring and evaluation findings from research projects with the Patient Safety and Performance Improvement Committee and vice versa.

##### **B. Composition**

The Administrative Affairs Committee includes;

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to MEC approval;
- 2) At least 4-6 additional Staff Members;
- 3) Administrator, with vote; and
- 4) Their members with special expertise as necessary on an ad-hoc basis, without vote.

### 9.3.2 Ambulatory Policy Committee

#### A. Purpose and Meetings

The Ambulatory Policy Committee (APC) sets Medical Staff policy in the health centers and acts as a liaison with Nursing and Administration for coordination of policies and procedures under joint Medical Staff-Administration or Medical Staff-Nursing purview.

APC develops policies to resolve issues that affect more than one Medical Staff Department and focuses on policies and projects that relate to quality of care, the efficiency of the health centers and patients that relate to quality care, the regulatory compliance. APC coordinates its activities with PSPIC and receives quality assurance reports suggestive of or requiring changes in policies and procedures from individual Medical Staff Departments and from the Ambulatory Subcommittee of PSPIC.

#### I. Composition

The Ambulatory Policy Committee includes:

- 1) A Physician Chairperson; appointed by the Medical Staff President, subject to MEC approval
- 2) One Staff Member from each Region;
- 3) The Department Head of Family Medicine or his/her designee;
- 4) Representative of the Departments of Obstetrics & Gynecology, Surgery, Pediatrics and Medicine, with vote;
- 5) Other members with special expertise as needed on an ad-hoc basis without vote;
- 6) Director of Health Information Management as needed on an ad-hoc basis without vote;
- 7) A representative of the Allied Health Professionals, without vote;
- 8) Ambulatory Care Medical Director without vote;
- 9) Chief Nursing Officer without vote.

### 9.3.3 Bioethics Committee

#### A. Purpose and Meetings

The Bioethics Committee provides a multi-disciplinary forum for the development of guidelines for consideration of cases and issues having bioethical implications; development and implementation of procedures for the review of such cases; development and/or review of institutional policies regarding care and treatment in cases or issues having bioethical implications; consultation with concerned parties to facilitate and education of the hospital staff regarding bioethical matters. The committee will meet regularly (at least six (6) times yearly) and will also provide a mechanism for other meetings as necessary to perform the case consultation functions. The committee chair will report to the Medical Executive Committee.

## B. Composition

The Bioethics Committee includes;

- 1) A physician chairperson appointed by the Medical Staff President subject to Medical Executive Committee approval;
- 2) Multi-disciplinary representation selected to represent the various clinical services of the medical and nursing staff, ancillary support services (such as social workers, chaplains, etc.) and lay members. At least a third of the committee membership will be physicians;
- 3) A member representing hospital administration; and
- 4) The committee may invite other professional or community lay members to be utilized when discussing issues involving their particular clinical, ethnic, religious or other background.

### 9.3.4 Cancer Committee

#### A. Purpose and Meetings

The Cancer Committee is a multi-disciplinary committee that organizes, conducts and evaluates hospital-wide oncology services and the cancer registry. The committee assures that full oncology services including surgery, chemotherapy, radiation therapy, as well as rehabilitation and hospice care are available to all patients. The committee will develop and monitor annual goals and objectives for clinical care, community outreach, quality improvement and programmatic endeavors related to cancer care. The committee is responsible for establishing and monitoring the Cancer Conference format, frequency and multi-disciplinary attendance. The committee will ascertain if there is a need for specific educational programs both professional and public based on survival and comparison data. The committee will also supervise the Cancer Registry for quality control of case-funding, abstracting, staging, reporting and follow-up. The committee will conduct a minimum of two patient care evaluation studies annually, one to include survival data. The committee will meet at least quarterly or more often as needed and communicate as necessary with the Patient Safety and Performance Improvement Committee. The committee will designate one coordinator for each of the four areas of Cancer Committee activity: Cancer Conference, quality control of the cancer registry, quality improvement and community outreach.

#### B. Composition

The Cancer Committee includes:

- 1) A Physician chairperson appointed by the Medical Staff President, subject to Medical Executive Committee approval;

- 2) At least five (5) additional Medical Staff Members including representation from Surgery, Pathology, Hematology/Oncology, Family Practice, and Diagnostic Imaging;
- 3) Cancer Liaison Physician;
- 4) Representation for Administration, Social Services, Nursing, and the American Cancer Society all with vote; and
- 5) The Cancer Registrar, who will act as staff to the Cancer Committee, with vote.

### 9.3.5 Continuing Medical Education Committee

#### A. Purpose and Meetings

The Continuing Medical Education Committee (CMEC) directs the development of CME programs for the Staff responsive to quality assurance findings and to developments pertinent at the Hospital and apprises the Staff of outside education opportunities. It coordinates the educational activities of the Departments and of the Staff and Hospital Department. The CMEC also analyzes the status and needs of, and makes recommendations regarding, the medical library services. It meets at least quarterly and more frequently if needed and reports on its activities to the MEC.

#### B. Composition

The CMEC includes:

- 1) A Chairperson appointed by the Medical Staff President, subject to MEC approval;
- 2) At least two additional Staff Members; and
- 3) Medical Librarian, without vote.

### 9.3.6 Credentials Committee

#### A. Purpose and Meetings

The Credentials Committee coordinates the staff credentials function by receiving and analyzing applications and recommendations for appointment, provisional period conclusion or extension, reappointment, clinical privileges, and changes therein, and recommending action therein, and by integrating quality assurance and utilization review and monitoring, membership, and other relevant information into the individual credentials files. It also assists in designing and participates in implementing the credentialing procedures for Allied Health Practitioners. It meets monthly or as necessary and reports to the MEC regarding the credentialing of Staff Members.

#### B. Composition

The Credentials Committee includes:

- 1) A physician chairperson, appointed by the Medical Staff President, subject to MEC approval; and
- 2) At least 4-6 additional Staff Members, selected to be representative of the Departments and major clinical specialties.

### 9.3.7 Informatics Advisory Committee

#### A. Purpose and Meetings

The Informatics Advisory Committee provides governance in informatics and Information Technology (IT)-related clinical systems. It prioritizes issues, reports and optimization and acts as a liaison between medical staff departments and IT/clinical informatics.

#### I. Composition

- 1) Chief Medical Informatics Officer (CMIO) who serves as Chair
- 2) Director of Nursing Informatics
- 3) Director of Medical Outpatient Informatics
- 4) Director of Medical Inpatient Informatics
- 5) A representative of each department.

### 9.3.8 Institutional Review Committee

#### A. Purpose and Meetings

The Institutional Review Committee shall review and have authority to: approve, require modification in (to secure approval), or disapprove all research activities within the Hospital and Health Centers; approve, require modification in, or disapprove the use of investigation drugs or devices in individuals (i.e. “compassionate use” cases); receive prompt notification of the emergency use of investigational drugs or devices and approve, require modification in or, disapprove their continued use; continue, require modifications in or terminate any ongoing studies at intervals of not greater than twelve (12) months; immediately terminate or suspend any research not conducted in accordance with the IRC’s requirements or that has been associated with unexpected serious harm to subjects; ensure all compliance with federal informed consent regulations regarding investigational use of drugs and devices; and assure the protection of the rights and welfare of all human subjects. The Institutional Review Committee shall meet semi-annually or more often as necessary to fulfill its obligations. If the Institutional Review Committee disapproves of any activity within its purview, that decision is final. The Institutional Review Committee chairperson reports to the Administrative Affairs Committee.

#### B. Composition

The Institutional Review Committee includes:

- 1) A Chairperson appointed by the Chairperson of the Administrative Affairs Committee, subject to Medical Executive Committee approval;
- 2) At least one member of each gender;

- 3) At least one member from outside the medical profession;
- 4) At least one non-scientist;
- 5) At least one member not affiliated with the Hospital and Health Centers; and
- 6) A total of at least five (5) members, including representative ethnic and cultural backgrounds, of the community.

### 9.3.9 Inter-Disciplinary Practice Committee

#### A. Purpose and Meetings

The Inter-Disciplinary Practice Committee (IPC) shall perform functions consistent with the requirements of law and regulations (Title 22 of the California Code of Regulations, Section 70706). Method for the approval of standardized procedures in accordance with sections 2725 of the Business and Professions Code in which affirmative approval of the administrator or designee and a majority of the physicians and a majority of registered nurse members would be required. The IPC shall routinely report to the MEC; and, in addition, shall submit an annual report to the MEC. The IPC shall meet at least annually, or more often as necessary.

#### B. Composition

The IPC shall consist of:

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to MEC approval;
- 2) A Director of Nursing, or Designee: such as the clinical services director of Public Health who has oversight over NP/AHP function;
- 3) An Administrator, or designee: such as the Ambulatory Care Medical Director;
- 4) Chair of the Credentials Committee;
- 5) Nurse Practitioner Division Head
- 6) Two (2) additional allied health professionals, appointed by the IPC Chairperson, in consultation with the NP Division Head
- 7) A medical staff representative from the clinical psychology department.
- 8) Additional Allied Health Professionals who are performing or will perform functions requiring standardized procedures will be appointed by the IPC Chair on a temporary basis when issues pertaining to their functions are discussed.
- 9) Additional physician members of the medical staff physicians and/or registered nurses may be appointed by the physician chair person or the director of nursing, respectively, to maintain equal numbers of each on the committee in accordance with Title 22 of the California Code of Regulations, Section 70706.



### 9.3.10 Joint Conference Committee

#### A. Purpose and Meetings

The Joint Conference Committee constitutes a forum between the Medical Staff, the Administration and the Governing Body. Two members of the Medical Executive Committee who serve at the will of the Medical Executive Committee represent the Medical Staff. These members shall act as directed by the MEC in their capacity as members of the Joint Conference Committee.

The Governing Body and the Administration shall have representation pursuant to authority separate from these Bylaws.

### 9.3.11 Medical Staff Assistance Committee

#### A. Purpose and Meetings

In order to improve the quality of care and promote the well-being of the Medical Staff, the Medical Staff Assistance Committee (MSAC) receives reports related to health concerns, well-being, or impairment of Medical Staff Members, and other Licensed Independent Practitioners (LIPs) and, as it deems appropriate, investigates such reports. With respect to matters involving individual Medical Staff Members and other LIPs, the committee may, on a voluntary basis, provide such advice, counseling, or referrals as may seem appropriate. Such activities shall be confidential; however, in the event information received by the committee clearly demonstrates that the health or known impairment of a Medical Staff Member or LIP poses an unreasonable risk of harm to patients, that information may be referred for corrective action.

The process that the MSAC uses to accomplish these goals includes:

- 1) Education of the Medical Staff and other organization staff about illness and impairment recognition issues specific to the Medical Staff Member or licensed independent practitioners;
- 2) Self-referral by a physician or Licensed Independent Practitioner (LIP) and referral by other organization staff;
- 3) Referral of the Physician, or the affected LIP to the appropriate professional internal or external resources for diagnosis and treatment of the condition or concern;
- 4) Maintenance of the confidentiality of the Physician, or LIP seeking referral or referred for assistance except as limited by law, ethical obligation, or when the safety of a patient is threatened;
- 5) Evaluation of the credibility of a complaint, allegation, or concern;
- 6) Monitoring of the Physician, or affected LIP and the safety of patients until the rehabilitation or any disciplinary process is complete;

- 7) Reporting to the Medical Staff leadership instances in which a Physician or LIP is providing unsafe treatment; and
- 8) Initiating appropriate action when a Physician or LIP fails to complete the required rehabilitation program.

The committee shall also consider general matters related to the health and well-being of the Medical Staff, and, with the approval of the Medical Executive Committee, develop educational programs or related activities. The Medical Staff Assistance Committee shall meet as often as necessary, but at least quarterly. It shall maintain only such record of its proceedings as it deems advisable but shall report on its activities on a routine basis to the Medical Executive Committee.

#### B. Composition

The Medical Staff Assistance Committee includes;

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to Medical Executive Committee approval;
- 2) At least two (2) additional practitioners; and
- 3) A Member of the Resident staff.

Except for the resident, who shall serve on the committee for one (1) year, each member shall serve for a term of three (3) years, and the term shall be staggered as deemed appropriate by the Medical Executive Committee to achieve continuity. In so far as possible, members of this committee shall not serve as active participants on other peer review or quality assurance committees while serving on this committee.

The Chairperson may appoint additional individuals who are not members of the Medical Staff, including non-physicians, when such appointment may materially increase the effectiveness of the work of the committee. These individuals shall serve for a term that shall be determined by the Chairperson.

### 9.3.12 Informatics Clinical Communication Committee (ICCC)

#### A. Purpose and Meetings

The Informatics Clinical Communication Committee addresses clinical workflows to enhance patient safety and maximize efficient care. The InBasket is the hub of communication and information flow in the electronic health record. The committee brings together provider, nursing, ancillary and technical representative to design, build, and troubleshoot processes to allow providers, nurses, and ancillary staff to care for patients safely and efficiently.

The committee will meet at least monthly and more frequently as needed.

*B.* Composition

- 1) A Chairperson appointed jointly by the Chief Medical Informatics Officer and the Medical Staff President
  
- 2) Family and Adult Medicine Department Representative
- 3) Pediatrics Department Representative
- 4) Internal and Specialty Medicine Representative
- 5) At least one (1) representative from Nursing Administration
- 6) At least one (1) representative from Nursing Informatics
- 7) A representative from the Public Health Division
- 8) A representative from the Information Technology Department
- 9) A representative from the Residency Program

In addition, the committee will seek representation from departments whose workflows appear on the meeting agenda, including the various ancillary services departments.

This ICCC Chair or his/her designee shall report to the Medical Executive Committee on an annual basis. The ICCC will make recommendations to IAC and operations leadership as appropriate.

### 9.3.13 Patient Care Policy and Evaluation Committee

#### A. Purpose and Meetings

The Patient Care Policy and Evaluation (PCP&E) Committee monitors, assesses and recommends improvements to the MEC for:

- 1) The clinical and medical records policies and rules of the Medical Staff and of its inpatient clinical units and diagnostic and therapeutic support services (including OR/PAR, ER, CCU's, etc.);
- 2) Medical-related aspects of infection control policies;
- 3) Pharmacy and therapeutics policies and practices; and
- 4) Blood and blood products usage policies and practices.

It also acts as liaison with Nursing and Administration for review and coordination of policies, procedures, rules or regulations under joint Medical Staff-Administration or Medical Staff-Nursing purview and coordinates its activities with those of the Ambulatory Policy Committee. The PCP&EC receives quality assurance findings suggestive of or requiring changes. It serves as a forum for identifying and discussing problems in the delivery of patient care services and in the observance of patients' rights. The PCP&EC meets monthly and reports to the MEC.

#### B. Composition

The Patient Care Policy and Evaluation Committee includes:

- 1) A Physician Chairperson appointed by the Medical Staff President, subject to MEC approval;
- 2) At least 6-8 staff members selected to be representative of major clinical areas;
- 3) A representative of Nursing Service;
- 4) Director of Pharmacy ad-hoc for Pharmacy and Therapeutic function;
- 5) A representative from Pathology Department ad-hoc for blood and blood product review function;
- 6) Manager of Infection Control and Prevention Committee of the Hospital;
- 7) A representative of Administration responsible for policy committee support without vote;
- 8) A Nursing Supervisor/Coordinators for specialty units invited on an ad-hoc basis without vote;
- 9) A representative of other clinical services and professional, technical, administrative support staff participate as consultants in relevant areas of expertise ad-hoc without vote; and
- 10) Director of Health Information management quarterly and as needed without vote.

### 9.3.14 Patient Safety and Performance Improvement Committee

#### A. Purpose and Meetings

The Patient Safety and Performance Improvement Committee (PSPIC) has the authority and responsibility for implementing and directing the Quality Management Program for the Hospital. It is responsible for setting the quality management standards, determining criteria by which care will be measured, setting priorities for which aspects of care will be monitored, and analyzing the quality of care studies, indicators, utilization reports, grievances, survey data, and risk management information. A systematic, multi-disciplinary improvement process is followed. It develops an annual plan for performance improvement activities (Quality Management Plan).

#### B. Composition

The Patient Safety and Performance Improvement Committee includes the following Members:

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to MEC Approval.
- 3) The Medical Staff President;
- 4) The CCRMC Chief Executive Officer;
- 5) The Director of Pharmacy;
- 6) The Chief Medical Officer;
- 7) The Chief Nursing Officer;
- 8) The Ambulatory Care Medical Director;
- 9) The Chief Operating Officer;
- 10) The Chief Quality officer;
- 12) The past Medical Staff President;
- 13) The Chair of the Patient Care Policy and Evaluation Committee; and
- 14) Two (2) Medical Staff Physician representatives, appointed by the Medical Staff President, subject to MEC approval;
- 15) Patient Safety Officer;
- 16) Director of Safety and Performance Improvement;
- 17) Medical Director of Quality and Safety;
- 18) Hospital Medical Director;
- 19) Specialty Medical Director;
- 20) Hospital Regulatory Compliance Officer;
- 21) Quality Manager Program Coordinator;
- 22) One (1) Medical Staff Member representative from the Behavioral Health Division, appointed by the Medical Staff President, subject to MEC approval.

### 9.3.15 Peer Review Oversight Committee

#### A. Purpose and Meetings

The Peer Review Oversight Committee will oversee the peer review that is carried out by the departments. It will supervise the processes, help address systems issues and review cases that involve more than one department.

#### B. Composition

- 1) The Medical Staff President shall serve as Chair of the Committee;
- 2) Each department will have at least one (1) representative. Large departments will have two (2) representatives one from inpatient and the other from outpatient. Large departments are: Family and Adult Medicine, Internal and Specialty Medicine, Surgery, and Psychiatry/Psychology.

### 9.3.16 Perinatal Morbidity and Mortality (PM&M) Committee.

#### A. Function

The Perinatal Morbidity and Mortality Committee (PM&M Committee) is an interdisciplinary committee which monitors perinatal outcomes. It is intended to complement the quality assurance activities of the Departments of Pediatrics and Obstetrics and Gynecology by focusing on those cases whose management involves both obstetrical and pediatric issues. The PM&M Committee reports to the Departments of OB/GYN and Pediatrics.

#### B. Composition.

The Perinatal Morbidity and Mortality Committee consist of:

- 1) All Members in good standing of the Departments of OB/GYN, Pediatrics and Anesthesia. The individual departments established attendance obligations;
- 2) Nurse Program manager for the Perinatal Unit, Clinical Nurse Specialists for maternity and nursery and the RN Case Coordinator are members, all with voting privileges; and
- 3) Regularly invited members, all without vote, including:
  - (a) Consultant Perinatologist;
  - (b) Consultant Neonatologist;
  - (c) Any Member of the Department of Ambulatory Medicine having obstetrical privilege;
  - (d) Any Member of the Resident Staff presently assigned to the Pediatrics or OB/GYN services or with a particular interest in a case being discussed; and
  - (e) Any member of the nursing staff with a particular interest in a case being discussed. The Nurse Program Manager or his/her designee will maintain a file of confidentiality agreements signed by non-physician attendees.

### 9.3.17 Professional Affairs Committee

#### A. Purpose of Meetings

The Professional Affairs Committee consists of the two members of the Governing Body who sit on the Joint Conference Committee. The members of the Professional Affairs Committee shall invite representatives from the Medical Staff and Administration, as appropriate, to its meetings.

#### B. Composition

The Professional Affairs Committee consists of the two (2) members of the Governing Body who sit on the Joint Conference Committee. The members of the Professional Affairs Committee shall invite representatives from the Medical Staff and Administration, as appropriate, to its meetings.

### 9.3.18 Utilization Management Committee

#### A. Purpose and Meetings

The Utilization Management Committee develops and oversees implementation and operation of the utilization management plan relating to inpatient, ambulatory and clinical support services, makes utilization decisions as required under the plan, analyzes utilization profiles and evaluates the effectiveness of the UR program. Physician members of the committee act as the physician advisors required by the UR plan. The URC meets at least quarterly and reports to the Performance Improvement Committee.

#### B. Composition

The Utilization Management Committee includes:

- 1) A Chairperson appointed by the Chairperson of the PSPIC, subject to MEC approval;
- 2) At least 6-8 additional Medical Staff members, selected to provide broad representation from the Medical Staff;
- 3) At least one (1) representative from Administration, without vote;
- 4) Director of Social Services, without vote;
- 5) Representative from Nursing, without vote;
- 6) Representative from Finance, without vote;
- 7) Representative from Quality Assurance Department, without vote; and
- 8) Director of Health Information Management, without vote.

## ARTICLE 10

### MEETINGS

#### 10.1 Medical Staff Meetings

##### 10.1.1 Regular Meetings

General Staff meetings will be held quarterly. The Medical Executive Committee may authorize additional regular general Staff meetings by resolution. The resolution authorizing any such additional meeting shall require notice specifying the place, date, and time for the meeting, and that the meeting can transact any business as may come before it.

##### 10.1.2 Special Meetings

A special meeting of the Medical Staff may be held by the Medical Executive Staff President. A special meeting must be held by the President at the written request of the Governing Body, the Chief Medical Officer, the Administrator, the Medical Executive Committee, or 25% of the active staff in good standing.

#### 10.2 Clinical Department and Committee Meetings

##### 10.2.1 Regular Meetings

Clinical Departments, Division, and Committees may establish by resolution the time for regular meetings. No additional notice is required.

##### 10.2.2 Special Meetings

A special meeting of any Department, Division, or Committee may be held by the Head or Chairperson thereof. A special meeting must be held by the Head or Chairperson at the written request of the Administrator, the Medical Executive Committee, the Medical Staff President, the Chief Medical Officer, or 25% of the group's current members in good standing.

##### 10.2.3 Executive (Closed) Session

Any Committee, Department or Division may call itself into executive session at any time during a regular or special meeting. All ex-officio members shall leave during the executive session unless requested to remain by the Chairperson. Accurate and complete minutes must be made and kept of any executive session.

#### 10.3 Quorum

##### 10.3.1 Medical Staff Meetings

The presence of one-third (1/3) of the active Medical Staff at a General or Special Medical Staff meeting shall constitute a quorum for all appropriate actions except the removal of a



Medical Staff Officer. For a meeting considering the removal of a Medical Staff Officer, the quorum shall be one-half (1/2) of the active Medical Staff. Ex-officio members do not count for quorum purposes.

#### 10.3.2 Department and Committee Meetings

For committees, a quorum shall consist of 25% of the members of a committee by no fewer than two (2) members. For Department and division meetings, a quorum shall consist of 25% of the members. Ex-officio members do not count for quorum purposes.

### 10.4 Manner of Action

Except as otherwise specified, the action of a majority of the members present and voting at a meeting at which a quorum is present shall be the action of the group. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of members, if any action taken is approved by a least a majority of the required quorum for such meeting, or such greater number as may be specifically required by these Bylaws.

### 10.5 Notice of Meetings

Written notice of any regular general medical Staff meeting, or any regular committee or Department meeting, not held pursuant to resolution, will be delivered personally or via mail to each person entitled to attend at not less the five (5) days or more than fifteen (15) days before the date of such meeting. Notice of any special meeting of the Medical Staff, a Department, or a committee will be given orally or in writing at least seventy-two (72) hours prior to the meeting. Personal attendance at a meeting constitutes a waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because of lack of notice. No business shall be transacted at any special meeting except that listed in the meeting notice.

### 10.6 Minutes

Except as otherwise specified herein, minutes of all meetings will be prepared and retained. They shall include, at a minimum, the date and time of the meeting, a record of the attendance or members and the vote taken on all matters. A copy of the minutes shall be signed by the presiding officer of the meeting and forwarded to the medical Executive Committee.

### 10.7 Agenda

The Medical Staff president and Medical Executive Committee shall determine the order of business at a meeting of the Medical Staff. The agenda shall include, insofar as feasible:

- 1) Reading and acceptance of the minutes of the last regular meeting and of all special meetings held since the last regular meeting;
- 2) Administrative reports from the Medical Staff president, Departments, Committees, and the Administrator;
- 3) Election of officers when required by these Bylaws;

- 4) Reports by responsible Officers, Committees and Department on the overall results of patient care audits and other quality review, evaluation, and monitoring activities of the Staff and on the fulfillment of other required Staff functions;
- 5) Old business; and
- 6) New business.

## **10.8 Attendance Requirements**

### **10.8.1 Medical Staff Meetings**

The Medical Executive Committee may adopt attendance requirements for the Medical Staff and Department meetings.

### **10.8.2 Special Attendance**

At the discretion of the Chairpersons or presiding Officer, when a Member's practice or conduct is scheduled for discussion at a regular Department, Division or Committee meeting, the Member may be requested to attend. If a suspected deviation from standard clinical practice is involved, the notice shall be given at least seven (7) days prior to the meeting and shall include time and place of the meeting and a general indication of the issue involved. Failure of a Member to appear at any meeting, with respect to which he/she was given such notice, unless excused by the Medical Executive Committee upon a showing of good cause, is grounds for corrective action.

## **10.9 Conduct of Meetings**

Unless otherwise specified, meetings shall be conducted according to Robert's Rules of Order; however, technical or non-substantive departures from such rules shall not invalidate action taken at such a meeting.

# **ARTICLE 11**

## **CORRECTIVE ACTION**

### **11.1 Corrective Action**

#### **11.1.1 Initiation**

Any person may provide information to the Medical Executive Committee about the conduct, performance, or competence of its Members. When reliable information indicate a Member may have exhibited acts, demeanor, or conduct reasonably likely to be (a) detrimental to patient safety, (b) unethical or illegal, (c) contrary to the Medical Staff Bylaws and/or rules and regulations, or (d) below applicable professional standards, a request for an investigative and/or corrective action against such Member may be initiated. The President of the Medical Staff, a Department Chair, the Chair of any standing Committee, or the Governing Body may initiate such a request. All requests for corrective action and/or formal investigation shall be in writing, shall be made to the

Medical Executive Committee, and shall be supported by reference to the specific activities or conduct which constitutes the grounds for the request. If the Medical Executive Committee initiates the request, it shall make an appropriate written record of the reasons for the request.

#### 11.1.2 Formal Investigation

If the Medical Executive Committee concludes a formal investigation is warranted, it may conduct the investigation itself, or assign the task to an appropriate medical Staff Officer, Department, or standing or ad-hoc committee of the Medical Staff. If the investigation is delegated, the designee shall proceed with the investigation in a prompt manner and shall provide a written report of the investigation to the Medical Executive Committee as soon as practical. The report may include recommendation for appropriate corrective action. The Member shall be given an opportunity to provide information in a manner and upon such terms as the investigating body deems appropriate. The individual or body investigating the matter may, but is not obligated to, conduct interviews with persons involved; however, such investigation shall not constitute a hearing, nor shall the procedural rules with respect to hearings or appeals apply. Despite the status of any investigation, at all times the Medical Executive Committee shall retain authority and discretion to take whatever action may be warranted by the circumstances, including the imposition of summary suspension, termination of the investigative process, or other action. Any reports that are made to the Medical Executive Committee must be shared promptly with the Member under investigation.

The MEC may also require a medical or psychological exam. The examining physician shall be chosen in the manner described in Section 5.2, however, the Member is not required to pay for the exam.

#### 11.1.3 Medical Executive Committee Action

As soon as practical after the conclusion of the formal investigation (or without a formal investigation if deemed unwarranted), the Medical Executive Committee shall take action that may include, without limitation:

- A. Determining no corrective action is warranted and, if the Executive Committee determines there was no credible evidence for the complaint in the first instance, removing any adverse information from the Member's file;
- B. Deferring action for a reasonable time where circumstances warrant;
- C. Issuing letters of admonition, censure, reprimand, or warning. Nothing herein shall preclude Department Heads from issuing written or oral warnings or counseling. In the event the MEC issues such letters, the affected Member may make a written response which shall be placed in the Member's file;
- D. Recommending the imposition of terms of probation or special limitation upon continued Medical Staff membership or exercise of clinical privileges including,

without limitation, requirements for co-admissions, mandatory consultation, or monitoring;

- E. Recommending reduction, modification, suspension or revocation of clinical privileges;
- F. Recommending reductions of membership status or limitation of any prerogatives directly related to the Member's delivery of patient care;
- G. Recommending suspension, revocation or probation of Medical Staff membership;
- H. Taking other actions that are appropriate under the circumstances.

#### 11.1.4 Subsequent Action

- A. If corrective action as set forth above is recommended by the Medical Executive Committee, the MEC shall notify the Administrator, the Governing Body, and the affected member of the Medical Staff of the recommended action.
- B. The recommendations of the Medical Executive Committee shall be final, unless the affected member or the Governing Body requests a hearing to challenge the recommendations.

## **11.2 Summary Restriction of Suspension**

### 11.2.1 Criteria for Initiation

Whenever a Member's conduct appears to require that immediate action be taken to protect the life or well-being of patient(s) or to reduce a substantial and imminent likelihood of significant impairment of the life, health, or safety of any patient, prospective patient, or other person, the Governing body, the Administrator, the Medical Staff President, the Medical Executive Committee, or the head of the Department in which the Member holds privileges may summarily restrict or suspend the Medical Staff membership or Clinical Privileges of such member. Unless otherwise stated, the summary restriction or suspension shall become effective immediately, and the person or body responsible shall promptly give written notice to the Member as described below, the Governing Body, the Medical Executive Committee, and the Administrator. The summary restriction or suspension may be limited in duration and shall remain in effect for the period stated or until resolved as set forth herein. Unless otherwise indicated by the terms of the summary restriction or suspension, the Member's patients shall be promptly assigned to another member(s) by the Department Chair or by the Medical Staff President, considering, where feasible, the wishes of the patient in the choice of a substitute Member.

### 11.2.2 Written Notice of Summary Suspension

Within one working day of imposition of a summary suspension, the affected Medical Staff Member shall be provided with written notice of such suspension. This initial written notice shall include a statement of facts demonstrating that the suspension was necessary because failure to suspend or restrict the practitioner's privileges summarily could

reasonably result in an imminent danger to the health of an individual. The statements of facts provided in this initial notice shall also include a summary of one or more particular incidents giving rise to the assessment of imminent danger. This initial notice shall not substitute for, but is in addition to, the notice required by these Bylaws for further action of the MEC regarding issues related to such a summary suspension.

#### 11.2.3 Medical Executive Committee Action

As soon as practicable after a summary restriction or suspension has been imposed, but no more than ten (10) calendar days thereafter, a meeting of the Medical Executive Committee shall be convened to review and consider the summary suspension or restriction. The Member may attend the meeting and make a statement concerning the issues under investigation on such terms and conditions as the Medical Executive Committee may impose. In no event shall any meeting of the Medical Executive Committee, with or without the Member in attendance, constitute a hearing, nor shall any procedural rules apply. A Member's failure, without good cause, to attend a meeting of the Medical Executive Committee after a written request to attend was mailed to the Member by the Medical Executive Committee, shall constitute a waiver of the Member's right to appear and be heard. The request of the Medical Executive Committee for the Member to attend the meeting shall be made in writing, mailed to Member's last known address by first class mail of the United States Postal Service at least five (5) calendar days before the meeting, and shall inform the Member that his or her failure to attend said meeting shall constitute a waiver of his or her rights to appear and be heard. The Medical Executive Committee may postpone or reschedule the meeting on the written request of the Member. The Medical Executive Committee may modify, continue, vacate, or terminate the summary restriction or suspension. The Medical Executive Committee shall mail the Member written notice of its decision that shall be effective upon deposit in the United States Mail.

#### 11.2.4 Procedural Rights

Unless the Medical Executive Committee terminated or vacates the summary restriction or suspension, the Member is entitled to the procedural rights afforded by these Bylaws.

### **11.3 Grounds for Automatic Suspensions and/or Restrictions**

In certain instances, the Member's Privileges or membership may be suspended or limited as a result of certain occurrences that disqualify the member from membership or the exercise of certain Privileges. These grounds for automatic suspension do not require any action of the MEC or the Governing Body prior to the suspension and/or restriction. If a Member requests a hearing to challenge these automatic suspensions and/or restrictions, the scope of such a hearing is limited. The only question before the Judicial Review Committee in these situations is whether the grounds for automatic suspension have occurred.

### 11.3.2 Licensure

#### A. Revocation and Suspension

Whenever a Member's license or other legal credential authorizing practice in the state is revoked or suspended by the applicable licensing or certifying authority, Medical Staff membership and Clinical Privileges shall be automatically revoked as of the date such action becomes effective.

#### B. Restriction

Whenever a Member's license or other legal credential authorizing practice in this state is limited or restricted by the applicable licensing or certifying authority, any Clinical Privileges which the Member has been granted at the Hospital which are within the scope of said limitation or restriction are automatically limited or restricted in a similar manner, as of the date such action becomes effective and throughout its term.

#### C. Probation

Whenever a Member is placed on probation by the applicable licensing or certifying authority, his or her membership status and Clinical Privileges are automatically subject to the same terms and conditions of the probation as of the date such action becomes effective and throughout its term.

#### D. Suspension of Membership when a License is Not Renewed

Expiration:

Whenever a Member's license or other credential authorizing practice in the state expires, Medical Staff Membership and Clinical Privileges shall automatically be suspended. If the member renews his or her license and is effective retroactive, the suspension will be vacated. If it is not renewed within six (6) months, Medical Staff Membership and Privileges shall be automatically revoked.

### 11.3.3 Controlled Substances

Whenever a Member's DEA certificate is revoked, limited or suspended, the Member automatically and correspondingly be divested of the right to prescribe medications covered by the certificate, as of the date such action becomes effective and throughout its term.

#### A. Probation

Whenever a Member's DEA certificate is subject to probation, the Member's right to prescribe such medications shall automatically become subject to the same terms of the probation, as of the date such action becomes effective and throughout its term.

##### 11.3.4 Failure to Satisfy Appearance Requirement

Failure of a Member, without good cause, to appear at a Special Appearance is cause for automatic suspension of membership and restriction of Privileges.

##### 11.3.5 Medical Records

Members of the Medical Staff are required to complete medical records within such reasonable time as may be prescribed by the Medical Executive Committee. Failure to comply with the Medical Executive Committee policies regarding completion of medical records is criteria for suspension or other corrective action. If a Member is automatically suspended for incomplete records, his/her membership is automatically reinstated once the medical records are completed. A prolonged period of automatic suspension or a repeated pattern of automatic suspensions for incomplete medical records may be grounds for further corrective action by the Medical Staff and may result in adverse reports to governmental and licensing authorities.

##### 11.3.6 Professional Liability Insurance

Failure to maintain professional liability insurance shall result in the immediate suspension of the Member's Clinical Privileges. Written notice of the suspension shall be mailed to the member at his or her last known address. Said notice shall also state that the member has ninety (90) days to provide proof of professional liability insurance, that the suspension will continue until proof of insurance is provided, and that failure to provide proof of insurance within ninety (90) days shall result in termination of Medical Staff membership. If proof of professional liability insurance is not provided to the Medical Executive Committee within ninety (90) days, the Medical Executive Committee shall mail written notice of termination of Medical Staff membership to the Member at his or her last known address, including the information that he or she is entitled to the procedural rights set forth in these Bylaws.

## ARTICLE 12

### HEARING AND APPELLATE REVIEWS

#### 12.1 Grounds for Hearing

Except as otherwise specified in these Bylaws, any one or more of the following actions or recommended actions shall be deemed actual or potential adverse action and constitute grounds for a hearing:

- 12.1.1 Denial of Medical Staff Membership;
- 12.1.2 Denial of requested advancement in Staff Membership category;
- 12.1.3 Denial of Medical Staff reappointment;
- 12.1.4 Demotion to lower Medical Staff category;
- 12.1.5 Suspension of Staff Membership;
- 12.1.6 Revocation of Medical Staff Membership;
- 12.1.7 Denial of any requested Clinical Privilege(s) except temporary Privileges;
- 12.1.8 Involuntary reduction of current Clinical Privileges, including temporary Privileges;
- 12.1.9 Suspension of any Clinical Privileges, including temporary Privileges;
- 12.1.10 Termination of any or all Clinical Privileges, including temporary Privileges;
- 12.1.11 Involuntary imposition of significant consultation or monitoring requirements, excluding monitoring incidental to provisional status;
- 12.1.12 Any other restriction(s) on Medical Staff membership or Clinical Privileges which is reportable pursuant to Section 805 of the Business and Professions Code.

#### 12.2 Exhaustion of Remedies

If adverse action described above is taken or recommended, the applicant of Member must exhaust the remedies afforded by these Bylaws before resorting to legal action.

#### 12.3 Requests for Hearing

- 12.3.1 Notice of Action or Proposed Action.

In the event of a proposed or actual action against a Member of the Medical Staff or an applicant, the Medical Staff President shall give the Member or applicant:

- 12.3.2 Prompt notice of the recommendation or action, including a brief description of the reasons for the recommendation or action;



- 12.3.3 Notice of the right to request a hearing;
- 12.3.4 Notice that failure to request a hearing within the prescribed time period and in the proper manner constitutes a waiver of rights to a hearing and to an appellate review on the matter that is the subject of the notice;
- 12.3.5 Notice regarding whether the proposed action, if adopted, is reportable pursuant to Business & Professions Code Section 805 and following;
- 12.3.6 A summary of the rights the Member or applicant will have at the hearing.
- 12.3.7 Requesting a Hearing

The affected Member or applicant must request a hearing within thirty (30) calendar days after the date of the notice of action or proposed action. The request for hearing shall be in writing and address to the Medical Staff President. Failure to make a timely request and in the manner described may result in the denial of a hearing at the discretion of the Medical Executive Committee.

#### 12.3.8 Time and Place for Hearing

Upon receipt of a request for hearing, the Medical Staff President shall schedule a hearing and provide notice to the Member or applicant of the time, place and date of the hearing. The hearing shall commence not less than thirty (30) days or more than ninety (90) days from the date of the Notice of Hearing. When the Member is under summary suspension, the hearing shall commence not more that forty-five (45) days from the date of the Notice of the Hearing is mailed or otherwise delivered to the Member under summary suspension. The Member may waive these time limits if he/she wishes.

#### 12.3.9 Notice of Charges

In the Notice of Hearing, the Medical Staff President shall state the reason(s) for the adverse action taken or recommended, including the acts or omissions with which the Member or applicant is charged and a list of the charges in question, where applicable. In addition, the Medical Staff President shall furnish a list of witnesses the Medical Executive Committee expects will testify on its behalf at the hearing. This list may be amended at a later time should new names emerge.

#### 12.3.10 Judicial Review Committee

When a hearing is requested, the Medical Executive Committee shall appoint a Judicial Review Committee which shall be composed of not less than five (5) Members of the Medical Staff who have not actively participated in the consideration of the matter leading up to the recommendation or action and who are not in direct economic competition with the member charged. The Medical Executive Committee shall designate

one of the five as Chair. Knowledge of the matter involved shall not preclude a Member of the Medical Staff from serving as a member of the Judicial Review Committee. In the event that it is not feasible to appoint a Judicial Review Committee from the Medical Staff, the Medical Executive Committee may appoint practitioners who are not Members of the Medical Staff. The Judicial Review Committee shall include at least one member with the same healing arts licensures as the affected Member. All other members shall have M.D. or D.O. degrees.

#### 12.3.11 Failure to Appear or Proceed

Failure, without good cause, of the Member or applicant to personally attend and proceed at such a hearing shall constitute voluntary acceptance of the recommendations or action at issue.

#### 12.3.12 Postponements and Extensions

Once a hearing is requested, postponements and extension of time beyond the times permitted in these Bylaws may be permitted by the Medical Staff President, the Judicial Review Committee, or its Chairperson on a showing of good cause.

### **12.4 Hearing Procedure**

#### 12.4.1 Pre-hearing Procedure

- A. The Medical Executive Committee or its designee may request, in writing, a list of names and addresses of all persons the Member or applicant anticipates calling to testify at the hearing on the Member's or applicant's behalf. The Member or applicant shall furnish the witness list within seven (7) days of the date of the request. Upon written request, the Medical Executive Committee or its designee shall provide the Member or applicant with copies of all documents upon which the adverse action is based. Upon written request, the Member or applicant shall provide the Medical Executive Committee or its designee with copies of all documents the Member or applicant expects to present at his/her hearing.
- B. It is the duty of the Member or applicant and the Medical Executive Committee or its designee to exercise reasonable diligence in notifying the Chairperson of the Judicial Review Committee of any pending or anticipated procedural disputes as far in advance of the scheduled hearing as possible, in order that decision concerning such matters may be made in advance of the hearing. Objections to any pre-hearing decision may be again made at the hearing.

#### 12.4.2 Representation

The hearings provided for in these Bylaws are for the purpose of intra-professional resolution of matters bearing on professional conduct, professional competency, and/or character. The Member or applicant shall be entitled to representation by legal counsel in

any phase of the hearing and shall receive notice of the right to obtain representation by an attorney at law. In the absence of legal counsel, the Member or applicant shall be entitled to be accompanied by and represented at the hearing by a practitioner licensed to practice in the State of California who is not also an attorney at law. If the Member or applicant is not represented by an attorney, the Medical Executive Committee shall appoint a representative who is not an attorney to represent its position, present the supporting witnesses and material, examine witnesses, and respond to appropriate questions. The Medical Executive Committee shall only be represented by an attorney at law if the Member or applicant is also represented by an attorney.

#### 12.4.3 The Hearing Officer

The Medical Executive Committee shall appoint a Hearing Officer (who may also be the Chair of the Judicial Review Committee) to preside at the hearing. The Hearing Officer will not act as a prosecuting officer or as an advocate. The Hearing Officer shall endeavor to ensure that all participants in the hearing have a reasonable opportunity to be heard and to present relevant oral and documentary evidence in an efficient and expeditious manner, and that proper decorum is maintained. The Hearing Officer shall determine the order of or procedure for presenting evidence and argument during the hearing and shall have the authority and discretion to make all rulings on questions that pertain to matters of law, procedure and/or the admissibility of evidence. If the Hearing Officer determines that any participant is not proceeding in an efficient and expeditious manner, the Hearing Officer may take actions as seems warranted by the circumstances.

#### 12.4.4 Hearing Record

A record of the hearing shall be made that is of sufficient accuracy to permit review by any appellate group that may later be called upon to review the matter. The Judicial Review Committee may determine to make the record by use of (a) a court reporter or (b) by a tape recording and minutes of the proceedings. The Member or applicant may request, in writing, a copy of the hearing record. The copy will be provided to the Member or applicant upon payment of the cost of preparing and copying the record.

#### 12.4.5 Rights of the Parties

Both parties at the hearing may call and examine witnesses for relevant testimony, introduce relevant documents, cross-examine and/or impeach witnesses who have testified on any matter relevant to the issues, and otherwise rebut evidence, as long as these rights are exercised in an efficient and expeditious manner. The Member or applicant may be called by the Medical Executive Committee or its designee and examined as if under cross-examination. The Member or applicant may, at the beginning of the hearing, challenge the membership of the Judicial Review Committee because of alleged conflict of interest on the part of any committee member. Should such a challenge occur, the Medical Staff President may choose to remove and replace the challenged member

(requiring a postponement if necessary) or proceed without removal. If the Medical Staff President chooses to proceed without removal, any challenge by the Member or applicant shall be made succinctly in writing and shall be make part of the hearing re cord.

#### 12.4.6 Miscellaneous Rules

Judicial rules of evidence and procedure relating to the conduct of the hearing, examination of witnesses, and presentation of evidence, do not apply to a hearing conducted under this Article. Any relevant evidence, including Quality Assurance profiles, credentials files, and hearsay shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law. However, no finding of fact may be based solely on hearsay. The Judicial Review Committee may interrogate the witnesses and/or call additional witnesses if it deems such action appropriate. At its discretion, the Judicial Review Committee may request or permit both sides to file written arguments. A Medical Staff Member does not have the right to view or use peer review information of other practitioners as part of the fair hearing process.

#### 12.4.7 Burden of Proof

When a hearing related to denial of initial appointment, denial of requested Department or division membership, denial or restriction of Clinical Privileges, mandatory consultation or supervision requirements as it pertains to an initial application for membership or Privileges, or denial of a request to advance from courtesy to active Staff, or termination due to inactivity, the practitioner has the burden of proving that the adverse action or recommendation lacks a substantial factual basis or that the action is arbitrary, unreasonable, or capricious. Otherwise, the Medical Executive Committee has the burden of proving that the adverse action is warranted and has a substantial factual basis.

#### 12.4.8 Adjournment and Conclusion

After the presentation of the oral and written evidence, oral closing arguments, or written closing arguments, if requested by the Judicial Review Committee, the hearing shall be closed.

#### 12.4.9 Basis for Decision

The decision of the Judicial Review Committee shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences from the evidence and the testimony, and shall be within the constraints of these Bylaws. The decision of the Judicial Review Committee shall be final, subject to the Appeal provision of these Bylaws.

#### 12.4.10 Presence of Judicial Review Committee members and Vote

A majority of the Judicial Review Committee must be present throughout the hearing and deliberations. If the committee member is absent from any part of the proceedings, he/she may not participate in the deliberations or the decision.

#### 12.4.11 Decision of the Judicial Review Committee

- A. The Judicial Review Committee shall make findings of fact.
- B. The Judicial Review Committee may make one of the following decisions based upon the findings of fact:
  - 1) The action of the Medical Executive Committee is sustained;
  - 2) The action of the Medical Executive Committee is overturned; or
  - 3) The action of the Medical Executive Committee is modified. (The modification may be less or more adverse to the Member or applicant than the action of the Medical Executive Committee.)
- C. The Judicial Review Committee shall make its decision by simple majority vote. The numerated results of the vote are not reported in the final report of the Judicial Review Committee.
- D. Within thirty (30) workdays after adjournment of the hearing, the Judicial Review Committee shall render a decision, which shall be in writing. If the Member is currently under suspension, however, the time for the decision and report shall be fifteen (15) workdays. The original report and decision shall be forwarded to the Medical Staff President, the Professional Affairs Committee and the Member or applicant at his or her last known address. The report shall contain the findings of fact, a statement of the reasons in support of the decision, and the decision. The decision of the Judicial Review Committee shall be final, subject to such rights or appeal as set forth in these Bylaws.

### **12.5 Appeals**

#### 12.5.1 Time for Appeal

Within ten (10) calendar days of the date that the report/decision of the Judicial Review Committee is mailed to the Member of applicant, either the Member or applicant or the Medical Executive Committee may request an appellate review of the decision. The written request for such review shall be delivered to the Medical Staff President and mailed or delivered to the other party to the hearing. If a request for appellate review is not made within the specified time period, the decision of the Judicial Review Committee shall be final.

#### 12.5.2 Grounds for Appeal

A written request for an appeal shall include an identification of the grounds for appeal and a clear and concise statement of the fact in support of the appeal. The grounds for

appeal from the hearing shall be: (a) substantial non-compliance with the procedures required by these Bylaws or applicable law which has created demonstrable prejudice; (b) the decision was not supported by substantial evidence based upon the hearing record or such additional information as may be permitted.

#### 12.5.3 Time, Place and Notice

If an appellate review is to be conducted, the appeal board shall, within thirty (30) days after receipt of notice of appeal, schedule a review date and cause each side to be given notice of the time, place and date of the appellate review. The date of appellate review shall not be less than thirty (30) nor more than sixty (60) days from the date of such notice, provided, however, that when a request for appellate review concerns a Member who is under suspension which is then in effect, the appellate review shall be held as soon as the arrangements may reasonably be made, not to exceed fifteen (15) days from the date of the notice. The time for appellate review may be extended by the appeal board for good cause.

#### 12.5.4 Appeal Board

The Governing Body, or an authorized committee of the Governing Body, shall sit as the Appeal Board. Knowledge of the matter involved shall not preclude any person from serving as a member of the Appeal Board, so long as that person did not take part in a prior hearing on the same matter. The Appeal Board may select an attorney to assist it in the proceeding, but that attorney shall not be entitled to vote with respect to the appeal.

#### 12.5.5 Appeal Procedure

The proceeding by the Appeal Board shall be in the nature of an appellate hearing based upon the record of the hearing before the Judicial Review Committee, provided that the Appeal Board may accept additional oral or written evidence, subject to a foundational showing that such evidence could not have been made available to the Judicial Review Committee in the exercise of reasonable diligence and subject to the same rights of cross-examination or confrontation provided at the Judicial Review Hearing; or the Appeal Board may remand the matter to the judicial Review Committee for the taking of further evidence and for decision. Each party shall have the right to be represented by legal counsel in connection with the appeal, to present a written statement in support of his or her position on appeal and, in its sole discretion, the Appeal Board shall present its written recommendations as to whether the Governing Body should affirm, modify, or reverse the Judicial Review Committee decision, or remand the matter to the Judicial Review Committee for further review and decision.

#### 12.5.6 Decision

- A. Except as otherwise provided herein, within thirty (30) days after the conclusion of the appellate review proceeding, the Governing Body shall render a decision in writing and shall forward copies thereof to each side involved in the hearing.
- B. The Governing Body may affirm, modify, or reverse the decision of the Judicial Review Committee or remand the matter to the Judicial Review Committee for reconsideration. If the matter is remanded to the Judicial Review Committee for further review and recommendation, said committee shall promptly conduct its review and make its recommendations to the Governing Body. This further review and the time required to report back shall not exceed thirty (30) days in duration except as the parties may otherwise agree or for good cause as jointly determined by the Chairpersons of the Governing Body and the Judicial Review Committee.
- C. In the event the decision of the Governing Body is unfavorable to the applicant or Member, that action shall become final. In the event the decision is favorable, that action also shall become final unless the Medical Executive Committee elects within fifteen (15) days to submit the matter to an ad-hoc committee. This ad-hoc committee shall be composed of two (2) members of the Governing Body (appointed by the Chair of the Governing Body) and two (2) Members of the Medical Staff (as appointed by the Medical Staff President) and shall have access to the records from the hearing and appeal. The decision of this committee shall be in writing within thirty (30) days of receipt of the matter unless extended for good cause. The decision of this committee shall specify the reasons for the action taken and shall be forwarded to the Governing Body who shall reconsider its action, and then render a final decision.

#### 12.5.7 Right to One Hearing

No Member or applicant shall be entitled to more than one evidentiary hearing and one appellate review on any matter that has been the subject of adverse action or recommendation.

### **12.6 Exceptions to Hearing Rights**

#### 12.6.1 Automatic Suspension or Limitations of Practice Privileges.

In the circumstances set forth in these Bylaws causing Automatic Suspension, the issues which may be considered at a hearing, if requested, shall not include evidence designed to show that the determination by the licensing or credentialing authority was unwarranted, but only (1) whether the revocation, suspension, restriction, or probation occurred, (2) the terms of any restrictions, or probation, and (3) whether the Member may continue to practice in the Hospital with the Limitations imposed by the licensing or credentialing authority.

#### 12.6.2 Expunction of Disciplinary Action.

Upon petition, the Medical Executive Committee, in its sole discretion, may expunge previous disciplinary action upon a showing of good cause or rehabilitation.

## ARTICLE 13

### CONFIDENTIALITY

#### 13.1 General

Discussion, deliberation, records and proceedings of all meetings of all Medical Staff committees having the responsibility of evaluation and improvement of quality care rendered in this Hospital, including, but not limited to meetings of the Medical Staff meeting as a committee of the whole, meeting of Departments and Division, meeting of Committees, and meetings of special and ad-hoc committees and including information regarding any Member or applicant to the Medical Staff, shall be confidential to the fullest extent permitted by law.

“Records” includes, but is not limited to, the credentials and quality assurance profiles of individual practitioners and the records of all Medical Staff credentialing, peer review, and quality review activities.

Records will be disclosed only in the furtherance of credentialing, peer review, and quality review activities, and only as specifically permitted under the condition described in this Article, or otherwise required by law.

Records that are disclosed to the Governing Body of the Hospital or its authorized representatives, in order for the Governing Body to discharge its lawful obligations and responsibilities, shall be maintained as confidential.

#### 13.2 Breach of Confidentiality

Inasmuch as effective peer review and consideration of the qualifications of Medical Staff Members and applicants to perform specific procedures must be based on free and candid discussions, any breach of confidentiality provision of these Bylaws, except in conjunction with other Hospital, professional society, or licensing authority duties, is unauthorized conduct for any Medical Staff member and is grounds for corrective action.

#### 13.3 Protection

All Medical Staff records shall be maintained in the Medical Staff Office and in the Quality Assurance Department. Such records shall be maintained in locking cabinets under the custody of the Chairpersons of the Credentials Committee and the Patient Safety and Performance Improvement Committee or their designees. The profile cabinets will be locked except during such times as these Chairpersons or their designees are able to monitor access to the records.



## **13.4 Access by persons or Agencies Outside the Jurisdiction of the Hospital**

### **13.4.1 Credentialing or Peer Review at Other Hospitals**

The Medical Staff president, the Credentials Committee Chairperson or the designee of either, may release information contained in a credentials profile in response to a request from another hospital or its Medical Staff. That request must include information that the practitioner is a member of the requesting hospital's Medical Staff, exercise privileges at the requesting hospital, or is an applicant for Medical Staff membership or privileges at that hospital, and must include a release for such records signed by the concerned practitioner.

### **13.4.2 Requests by Hospital Surveyor/Investigators**

Hospital surveyor/investigators are entitled to inspect records (excluding quality assurance profiles, which shall not be made available to any persons or agencies outside the jurisdiction of the Hospital) covered by this Article on the hospital premises in the presence of the Medical Staff President (or designee), provided that:

- A. No originals or copies may be removed from the premises;
- B. Access is only with concurrence of the Administrator (or designee) and the Medical Staff President (or designee); and
- C. The surveyor demonstrates the following to Hospital and Medical Staff representatives;
  - 1) That the surveyor has specific statutory or regulatory authority to review the requested materials;
  - 2) That the materials sought are directly relevant to the matter being investigated;
  - 3) That the materials sought are the most direct and least intrusive means to carry out the pending investigation or survey, bearing in mind that credentials profiles regarding individual practitioners are confidential materials;
  - 4) That sufficient specificity is provided to allow for the production of individual documents without undue burden to the Hospital or Medical Staff; and
  - 5) That in the case of a request for documents with physician identifiers, the need for such identifiers is documented.
  - 6) Additionally, at the discretion of the Medical Staff President and the Administrator, the surveyor may be asked to sign a statement acknowledging notification of the provisions of confidentiality. If he/she declines to sign, it will be noted at the bottom of the prepared statement that the surveyor, identified by name, has declined to sign but has been provided a copy of confidentiality provisions.

### **13.4.3 Subpoenas**

All subpoenas of Medical Staff records shall be referred to the Administrator, who shall have the option of consulting legal counsel for the purpose of formulation a response.

The Administrator shall notify the Medical Staff President when a subpoena for Medical Staff records is received.

#### 13.4.4 Requests from Licensing Boards

Current law allows the California Medical Board, the Board of Osteopathic Examiners, and the Board of Dental Examiners to review certain materials pertaining to Medical Staff hearings concerning corrective action recommendations or decisions. Given the current requirements of law, copies of the following records of a Medical Staff disciplinary hearing shall be made available to the appropriate licensing board upon the specific request of such board:

- A. The Notice of Charges presented to the practitioner before the beginning of a Medical Staff hearing;
- B. Any document, medical record, or other exhibit received in evidence at the hearing; and/or,
- C. Any written opinion, finding, or conclusions of the Medical Staff hearing committee that were made available to the concerned practitioner.

In the event that the concerned practitioner did not request a hearing as per these Bylaws, the Notice of Action or Proposed Action shall be made available

The Medical Staff President, or designee, must review and approve the disclosure before it is made. Any request for documents other than those cited above shall be disclosed only in accordance with this Article.

#### 13.4.5 Other Requests

All other requests for information contained in the Medical Staff records shall be forwarded to the Medical Staff President and the Administrator for an appropriate response.

### **13.5 Access by Persons within the Jurisdiction of the Hospital**

#### 13.5.1 Quality Assurance Profiles

- A. Any practitioner may review his/her Quality Assurance profiles and/or work folder without cause and without approval by giving timely notice in writing to the designee of the Medical Executive Committee. An observer shall be present when the practitioner is reviewing his/her profile. When a Member has reviewed his/her profile as provided under this section, he/she may request a correction or deletion of information in his/her Quality Assurance profile by written request to the Medical Executive Committee. Such a request shall include a statement of the basis for the action requested. The request will be considered and acted upon in accordance with the Bylaws.

- B. Except as noted above, no Member of the Medical Staff, other than those specified in the Bylaws, may be provided with access to a practitioner's Quality Assurance profile and/or work folder. No member of the Hospital Administration or the Governing Body may be provided with access to practitioner's Quality Assurance profile or work folder, except as required by the administrative hearing process in these Bylaws. The individual practitioner under review will be notified in writing whenever this request occurs.
- C. Quality Assurance profiles may be submitted as evidence during a fair hearing conducted pursuant to these Bylaws.

#### 13.5.2 Credential Files

A Medical Staff Member shall be granted access to his/her own credentials files, subject to the following provisions;

- A. The request shall give timely notice to the Medical Staff President or his/her designee;
- B. The Member may review, and receive a copy of, only those documents provided by or personally address to the Member. A summary of all other information, including peer review committee findings, letters of reference, monitoring reports, complaints, etc., shall be provided to the Member in a timely manner, in writing, by the Medical Staff President or designee. Such summary shall disclose the substance, but not the source, of the information summarized;
- C. The review by the Member shall take place in the Medical Staff Office, during normal working hours, in the presence of the Medical Staff President or designee.

13.5.3 When a Member has reviewed his/her file, he/she may address to the Medical Staff President a written request for correction or deletion of information in his/her credentials files. Such request shall include a statement of the basis for the action requested. The Medical Staff President shall review such a request within a reasonable time and shall recommend to the Medical Executive Committee after such review whether to make the correction or deletion requested. The Medical Executive Committee, when so informed, shall either grant or deny the request by a majority vote. The Member shall be notified promptly, in writing, of the decision of the Medical Executive Committee. In any case, a Member shall have the right to add to his/her own credentials profile a statement responding to any information contained in the file.

13.5.4 The Medical Staff President, Department Chairpersons, committee chairpersons, the Chief Medical Officer, and the Administrator shall have access to credentials files to the extent necessary to perform their official duties. Medical Staff committee members shall have access only to the records of committees on which they serve.

13.5.5 No members of the Hospital Administrator or the Governing Body will be given access to a practitioner's credentials file; however, the Governing Body or its designee, consistent

with its ultimate responsibility to oversee quality of care, may wish to have an individual practitioner's credentials profile evaluated for specific reasons of concern. The individual practitioner under review must be immediately notified in writing whenever this request occurs.

## ARTICLE 14

### GENERAL PROVISIONS

#### **14.1 Rules and Regulations**

The Medical Staff must annually review the Rules. The procedure for adopting, amending, and repealing the Rules is set forth in Article 15 of the Bylaws. Once a rule or regulations is adopted or amended by the Governing Body, it is effective and governs applicants and Members of the Medical Staff. If there is a conflict between the Bylaws and the Rules, the Bylaws prevail. The process set forth in Article 15 of the Bylaws is the sole method for the initiation, adoption, amendment, and repeal of medical Staff Rules.

#### **14.2 Dues or Assessments**

The Medical Executive Committee shall annually recommend the amount of annual dues or assessments, if any, for each category of Medical Staff membership, subject to the approval of the Medical Staff, and to determine the manner of expenditure of such funds.

#### **14.3 Construction of Terms and Headings**

The captions or headings in these Bylaws are for convenience only and are not intended to limit or define the scope of or affect any of the substantive provisions of these Bylaws. These Bylaws apply with equal force to both genders wherever either term is used.

#### **14.4 Authority to Act**

Any Member or Members who act in the name of this Medical Staff without proper authority shall be subject to such disciplinary action, as the Medical Executive Committee may deem appropriate.

#### **14.5 Division of Fees**

Any division of fees by Members of the Medical Staff is forbidden and any such division of fees shall be cause for exclusion or expulsion from the Medical Staff.

#### **14.6 Special Notices**

Except as otherwise provided in these Bylaws, all notices, demands and requests required or permitted to be mailed shall be in writing addressed to the last known address provided by the Member, sealed, with postage fully paid, and deposited in the United States Postal Service. In the alternative, any notice, demand, or request that is required or permitted to be mailed may be hand-delivered. If the official records of the Medical Staff and the Hospital contain different addresses, the notice, request or demand shall be mailed to both addresses.

## **14.7 Requirements for Elections of Medical Staff President, Department Heads, Division heads and for Bylaws Amendments**

### 14.7.1 Elections by Secret Ballot:

All elections shall be by secret ballot.

### 14.7.2 Eligibility to Vote:

Only active Members of the Medical Staff in Good Standing may vote in elections governed by these Bylaws. An active Member of the Medical Staff is one who has been approved for active status by the Governing Body at least seven (7) days before the day ballots are mailed.

### 14.7.3 Mailing Address:

It is the responsibility of each Member of the Medical Staff to provide the Medical Staff Office with his/her current mailing address. Ballots will be mailed to the last address provided by the Medical Staff Member.

### 14.7.4 Runoff Elections:

A candidate shall be elected by a majority of the votes cast. If no candidate receives a majority vote on the first ballot, a runoff election shall be conducted as soon as is practical between the two candidates who received the highest pluralities. If the runoff election results in a tie, the election shall be repeated. If there is still a tie, the Medical Staff president will cast the deciding vote. If the election is for the Medical Staff President, the Medical Executive Committee will decide.

### 14.7.5 Voting within Committees and Departments:

At the discretion of the Department Chair, ballots may be by voice, by hand, or by secret ballot. However, at the request of any voting Member within that committee or Department, that vote shall be by secret ballot. Voting Members are determined in accordance with these Bylaws.

## **14.8 Disclosure of Interest.**

All nominees for election or appointment to Medical Staff offices, Department Chairs, or the Medical Executive Committee shall, at least twenty (20) days prior to the date of election or appointment, disclose in writing to the Medical Executive Committee those personal, professional, and financial affiliations and relationships of which they are reasonably aware that could foreseeably result in a conflict of interest with their activities or responsibilities on behalf of the Medical Staff.

## **14.9 Authorization, Immunity, and Releases.**

### 14.9.1 Authorization and Conditions.

By applying for or exercising clinical privileges within this hospital, an applicant;

- A. Authorizes representatives of the hospital and the Medical Staff to solicit, provide, and act upon information bearing upon, or reasonably believed to bear upon, the applicant's professional ability and qualifications;
- B. Authorized persons and organizations to provide information concerning such practitioner to the Medical Staff;
- C. Agrees to be bound by the provisions of this Article and to waive all legal claims against any representative of the Medical Staff or the hospital who acts in accordance with the provisions of these Bylaws; and
- D. Acknowledges that the provisions of these Bylaws are express conditions to an application for Medical Staff membership, the continuation of such membership, and to the exercise of clinical privileges at this hospital.

### 14.9.2 Releases.

Each applicant or Member shall, upon request of the Medical Staff or hospital, execute general and specific releases as necessary to carry out the provision of these Bylaws.

## **14.10 Standards for History and Physical Examination.**

14.10.1 The complete history and physical examination (H&P), as required for the patient's medical record, shall be completed within twenty-four (24) hours after admission of the patient, and, in case a patient is admitted for surgery, shall be completed prior to the time surgery is done. When the history and physical examination is dictated, a holding note must be recorded in the medical record at the time of examination. A history and physical may be performed up to thirty (30) days in advance provided a durable and legible copy is inserted into the inpatient medical record no later than twenty (24) hours after admission and is updated as appropriate.

### 14.10.2 Special Standards for Elective Surgery.

The following procedure is to be followed when scheduling a patient for either elective outpatient surgery or elective surgery to be done on the day of admission (for general or regional anesthesia.)

14.10.3 The scheduling surgeon must schedule the patient for a pre-op H&P to be done within thirty (30) days prior to surgery. The surgeon must clearly enter in the medical record:

- A. The procedure being scheduled and type of anesthesia;
- B. The surgical indications;
- C. Whether the patient is to be admitted following the surgery.

10.10.4 It is the responsibility of the surgeon scheduling the procedure to obtain informed consent from the patient at the time it is scheduled, having explained the risks and benefits to the patient.

10.10.5 The pre-op H&P and all ordered tests will be reviewed by the anesthesiologist prior to surgery. The provider performing the H&P and/or the primary care provider may be consulted in evaluation of abnormal results prior to cancellation of surgery.

## ARTICLE 15

### ADOPTION AND AMENDMENT OF BYLAWS AND RULES

#### **15.1 Annual Review.**

These Bylaws and the Rules shall be reviewed annually by the Medical Executive Committee.

#### **15.2 Procedure.**

Upon the request of the Medical Staff President, the Medical Executive Committee, the Administrative Affairs Committee, or upon timely written petition signed by at least 10% of the Members of the Medical Staff in Good Standing who are entitled to vote, consideration shall be given to the adoption, amendment or repeal of these Bylaws or Rules.

#### **15.3 Medical Staff Action.**

These Bylaws and Rules may be adopted, amended, or repealed by:

15.3.1 The affirmative vote of a majority of the active Staff Members in Good Standing present at a regular or special Staff Meeting at which a quorum attends, provided that the proposed documents or amendments are made available to Staff Members entitled to vote thereon no less than two (2) weeks before balloting with or at the time of notice of the meeting; or

15.3.2 The affirmative vote of a majority of ballots returned by Members in Good Standing, provided that a copy of the proposed documents or amendments are made available to each Staff member entitled to vote thereon no less than two (2) weeks before balloting, and provided that no less than two (2) weeks' time interval exists between the date the ballot was mailed to active Members and the due date of the ballot.

All elections to adopt amend or repeal the Bylaws or Rules and Regulations shall be conducted in accordance with these Bylaws.

#### **15.4 Approval.**

By laws and Rules changes adopted by the Medical Staff shall not become effective until approved by the Governing Body. Neither the Medical Staff nor the Governing Body may unilaterally amend the Bylaws or Rules.

**15.5 Exclusivity.**

The mechanism described herein shall be the sole method for the initiation, adoption, amendment, and/or repeal of the Bylaws or Rules.



## Rules and Regulations

These Rules and Regulations are adopted pursuant to Article 15 of the Medical Staff Bylaws. These Rules use the same Definitions as the ones described in the Bylaws. The Rules specifically include those policies and procedures that are referenced herein.

### 1. General Rules

#### A. Admissions

1. All admissions of patients are subject to rules delineated in the Medical Staff Bylaws, specific department policies and hospital policies.

#### B. Continuous Responsibility for Patients

##### 1. Inpatient

- a. The attending physician is responsible for the complete and continuing care of his/her patients. He/she is required to keep appropriate personnel informed as to where he/she can be reached in case of emergency and shall designate at least one physician to render emergency or other necessary patient care if he/she is not available. Each patient shall be reassessed daily.

##### 2. Outpatient

- a. Primary Care Providers are responsible for their panel of patients as described in the Ambulatory Care Policies.

#### C. Medical Records

##### 1. General Provisions

- a. Abbreviations
  - i. An “Unacceptable Abbreviations List” is posted throughout the hospital and clinics. Copies may be obtained from Medical Records.
- b. Records Belonging to Health Services Department
  - i. Refer to Hospital Policy 705 – Removal, Retention and Destruction of Protected Health Information. All medical records and other records relating to the admission, care and discharge of a patient are the property of the Contra Costa County Health Services Department and may be removed from the Health Services Department’s jurisdiction and safekeeping only in accordance with a subpoena, court order or other statute. In case of readmission of any patient, all previous records shall be available to the attending physician.

- c. Electronic Signature
  - i. Approved electronic signature of medical records is acceptable for chart completion.

## **2. Completion of Records**

- a. Inpatient Records
  - i. Responsibilities of the Members of Medical Staff and General Provisions
- b. Content of Staff Entry
  - i. The attending physician shall be responsible for preparing a complete medical record for each patient as described in Hospital Policy 706 – Medical Record Content. This record shall include at least the following minimum information.
  - ii. Patients shall be discharged only upon the order of the attending physician or another physician acting as his/her representative. At the time the patient is discharged, the attending physician shall complete the medical record, indicate the reason for admission, state the final diagnosis, record treatment and/or procedures performed, describe the condition of the patient on discharge, including specific comparison with condition on admission and any specific instructions given the patient and/or family (e.g., diet, medication, physical activity and follow-up care.) When pre-printed instructions are given to the patient, the record should so indicate and a sample of the instruction sheet in use at the time must be kept on file in the Medical Records Department. All medical record entries must be signed and dated.
  - iii. When a patient has been hospitalized a discharge summary is required.
  - iv. All surgery performed shall be fully described by the operating surgeon in the patient's medical record. Such description shall include a detailed account of the technique used, identification of tissues and foreign material removed, if any, and a description of the findings. Such description shall be done immediately after surgery is concluded. A brief interim operative note shall be placed in the medical record immediately after surgery is concluded if the complete note is not immediately visible in the electronic health record.
  - v. At the discretion of the attending physician, tissues and foreign materials removed in surgery shall be submitted, together with adequate clinical information, to the pathologist on duty. The Pathology Department may establish appropriate guidelines.
  - vi. In addition to the operating surgeon's report, the record of every operation involving use of an anesthetic other than local shall include a proper anesthetic record and a post-anesthetic follow-up report.

- vii. Standards for History and Physical Examination. The complete history and physical examination (H&P), as required for the patient's medical record, shall be completed within twenty-four (24) hours after admission of the patient, and, in case a patient is admitted for surgery, shall be completed prior to the time surgery is done. When the history and physical examination is done a holding note must be recorded in the medical record at the time of examination. History and physical may be performed up to thirty (30) days in advance provided a durable and legible copy is inserted into the inpatient medical record no later than twenty-four (24) hours after admission of the patient, and, in case a patient is admitted for surgery, shall be completed prior to the time surgery is done. When the history and physical examination is done a holding note must be recorded in the medical record at the time of examination,. A history and physical may be performed up to thirty (30) days in advance provided a durable and legible copy is inserted into the inpatient medical record no later than twenty-four (24) hours after admission and is updated as appropriate. At a minimum the H&P will include the following sections: HPI, Problem List, Allergies, Medications, Physical Exam, and Assessment/Plan.
- viii. Special Standards for Elective Surgery. The following procedure is to be followed when scheduling a patient for either elective outpatient surgery or elective surgery to be done on the day of admission (for general or regional anesthesia.)
1. The scheduling surgeon must schedule the patient for a pre-op H&P to be done within thirty (30) days prior to the surgery. The surgeon must clearly enter in the medical record:
    - a. The procedure being scheduled and type of anesthesia;
    - b. The surgical indications;
    - c. Whether the patient is to be admitted following the surgery.
  2. It is the responsibility of the surgeon scheduling the procedure to obtain informed consent from the patient at the time it is scheduled, having explained the risks and benefits to the patient.
  3. A History and Physical shall be done on all pre-op patients.
  4. Pre-op lab work should be scheduled within two weeks prior to surgery.
  5. The pre-op H&P and all ordered tests will be reviewed by the anesthesiologist prior to surgery. The provider performing the H&P and/or the primary care provider may be consulted in evaluating abnormal results prior to cancellation of surgery.

**3. Delinquency**

- a. All charts must be completed within the time limits specified below. A “complete medical record” is defined as one that meets all criteria as set forth.

**i). Inpatient and Surgery**

| <b>Document</b>  | <b>Time Due</b>   |
|--|---|
| Discharge Summary.....                                       | Thirteen (13) days post discharge   |
| Inpatient History/Physical.....                              | Twenty-four (24) hours post admission   |
| Interval History/Physical.....                               | Less than twenty-four (24) hours prior to surgery   |
| Operative Report.....  | Immediately after surgery   |
| Pre-anesthesia evaluation.....                               | Must be completed prior to being placed under anesthesia unless extreme emergency                           |
| Post-Anesthesia note.....                                    | 6 hours after conclusion of anesthesia  |
| Verbal orders.....   | Authenticated by twenty-four (24) hours for IV Fluid or IV drug orders; all others within 48 hours          |
| Other inpatient documentation as required by law, including; | At hospital discharge   |
| a) Diagnostic and therapeutic orders;                        | } Must be signed within thirteen (13) days and are delinquent after the fourteenth (14 <sup>th</sup> ) day. |
| b) Clinical observations and results of therapy;             |   |
| c) Reports of procedures, tests, and their results;          |   |
| d) Conclusions at the termination of care.                   |   |
| e) All inpatient dictations.                                 |   |

**ii. Outpatient Records**

- a. Providers are encouraged to chart as soon as possible after visit. At a minimum, the diagnosis and treatment plan shall be charted at the time of the visit. The provider note must be complete within twenty-four (24) hours.
- b. Outpatient notes should contain the following elements:
  - i. Patient identification.
  - ii. Date of visit.
  - iii. Relevant history or pertinent update of the illness or injury.
  - iv. Physical findings, if applicable.
  - v. Results of tests and other studies, if applicable.
  - vi. Diagnostic assessment.
  - vii. Treatment plan, including prescriptions.
  - viii. Results of treatment rendered during the visit, if applicable.

- ix. Patient teaching, including instructions given to the patient and/or family and follow-up care.

#### **4. *Disciplinary Proceedings***

##### **a. Process**

- i. An incomplete chart is considered delinquent fourteen (14) days after the due date as specified at 1.C.3.a. Automatic initiation of disciplinary proceedings for the responsible practitioner will occur as soon as a chart becomes delinquent.
- ii. A letter will be sent to the practitioner responsible for the delinquent records from Health Information Management. The Medical Staff Office will also contact the practitioner, using the contact information provided to the office by the practitioner. Practitioners are responsible for making sure their contact information is up to date.
- iii. The letter shall state:
  - A. The list of delinquent records;
  - B. That failure to complete delinquencies within seven (7) days will result in suspension of all Medical Staff Privileges and Staff Membership by the Medical Staff President until the stated delinquent charts are completed.
- iv. If delinquent records referred to in the letter are not completed with seven (7) days, the Medical Staff President shall immediately suspend all Medical Staff Privileges and Membership until the delinquent charts are properly completed. The Medical Staff President will notify the appropriate Department Heads, the Executive Director of the Hospital, Chief Medical Officer and the Residency Director as appropriate.

##### **b. Further Sanctions**

- i. Any practitioner suspended for a cumulative total of thirty (30) days or more during any 12-month period will be reported to the Medical Board of California by the Medical Staff President.

#### **D. Medical Orders**

##### **1. *Inpatient***

- a. All orders must be reconciled when a patient is transferred into or out of the Critical Care units (ICU and IMCU.)
  - i. Orders can be dictated or telephoned to a health professional listed below and later signed by the attending physician, or, in case of treatment required in the absence of the attending physician, by the physician then responsible for the patient's care/ Verbal orders shall be accepted and entered by a licensed nurse, occupational

therapist, physical therapist, licensed respiratory therapist or speech therapist, registered pharmacist or registered dietician only and such action will be limited to urgent circumstances.

- ii. Verbal orders are not valid for orders to limit or remove lifesaving procedures.
- iii. There are no routine or standing orders regarding patient care or ordering of diagnostic tests.

## **2. Outpatient**

- a. Outpatient orders should be entered in the medical records. Any verbal orders must be co-signed by the M.D. or FNP within twenty-four (24) hours.

## **E. CPR**

- 1. Although a "Basic CPR" certificate is not required for Medical Staff membership, it is strongly encouraged for all those physicians in patient care. Individual Departments may require it for membership.

## **F. Disaster Assignments: Refer to Hospital Disaster Plan**

- 1. Contra Costa Regional Health Center & Health Centers maintains a disaster plan based upon the Hospital Emergency Incident Command System (HEICS) which delineates the administrative structure for disaster responses. Each individual Department also has in place disaster and evacuation plans.
- 2. Employed members of the Medical Staff are designated automatically as disaster workers in the event of a disaster. Other members of the Medical Staff are eligible to participate in disaster work, as is volunteer staff under the guidelines of disaster credentialing as delineated in the Medical Staff Bylaws.

## **G. Consultation Policy**

- 1. All providers are expected to seek consultation and advice whenever they encounter a situation in the course of caring for a patient in whom they are not confident of their own ability or knowledge. They should also seek consultation when it become evident that the patient is not comfortable with the diagnosis or management of his or her problem. Consultation may be obtained from Members of the Staff who are privileged to care for the problem for which the advice is sought, and his or her report shall be included in the medical record. The consultation report should be placed in the medical report.
- 2. Except where consultation is precluded by emergency circumstances, the attending physician shall consult with another qualified physician in all of the following cases:
  - a. All major surgical cases in which the patient is not a good risk.
  - b. In all cases in which the diagnosis is obscure or in which there is doubt as to the best therapeutic measures to be utilized.

## **H. Operating Room Policies**

### **1. Consents:**

- a. Except in cases of emergency, no surgery shall be performed except pursuant to written informed consent from the patient or his/her legal representative, and all other persons, if any, from whom consent is required.
  - i. History and physical examination;
  - ii. Pre-operative diagnosis;
  - iii. All necessary Laboratory and X-ray work;
  - iv. Pre-anesthetic evaluation in all cases receiving a general anesthetic;
- b. If, in any surgical cases, the foregoing requirements are not met prior to the time scheduled for surgery, the operation shall be canceled by the Operating Room Supervisor or designee and rescheduled unless the attending physician documents that such delay would be detrimental to the patient.

### **2. Prompt attendance of surgeon and attendants:**

Surgeons and attendants must be in the operating room and ready to commence surgery at the time scheduled.

## **I. Supervision of House Staff**

1. House staff shall have appropriate supervision present at all times regardless of patient complexity or house staff proficiency capabilities. This supervision shall be accessible and available particularly when house staff capability is exceeded.
2. Inpatient Supervision
  - a. House staff shall identify a Medical Staff member as the attending or record on the admission orders of all patients admitted to the hospital. All critically ill patients admitted by the house staff shall be discussed with an attending physician. Teaching rounds shall be held daily. Junior house staff shall receive close attending supervision, proficiency monitoring and patient care responsibilities whenever possible. After hours supervision shall be provided by either in-house Medical Staff coverage or Department-dependent call mechanisms.
  - b. All "No CPR" orders entered by house staff shall document concurrent discussion with Medical Staff.
  - c. Medical Staff co-signatories are needed for all resident physicians for the following medical records and documents:
    - i. Inpatient History and Physical
    - ii. Pre-anesthesia Evaluation
    - iii. Consultative Reports
    - iv. Procedure Notes and Operative Reports

3. Outpatient Supervision
  - a. More detailed and specific house staff supervision rules and policies are located in the specific Department rules and regulations manual of Contra Costa Regional Medical Center. A copy of these policies is also located in the residency office.
    - i. Prescriptions
      - A. All unlicensed residents must have all prescriptions co-signed.
    - ii. Family Medicine Clinics
      - A. All family medicine residents must have a Department of Family Medicine member with appropriate privileges assigned to supervise and precept them. This preceptor must be immediately available and have adequate time for teaching.
      - B. All medical record entries by medical students must be co-signed by a provider with privileges.
    - iii. Specialty Clinics
      - A. A staff physician will directly supervise all residents working in a specialty clinic. First-year residents are expected to discuss all patients with their supervising physician before the patient leaves. Second- and third-year residents should discuss most cases with their supervising physician. The supervising physician should be identified on the consultation.
      - B. All medical record entries by medical students must be co-signed by provider with privileges.

**J. On-Call Response Time**

1. Departments shall determine and monitor appropriate on-call procedures for their specific services.

**K. Processing and Delivery of Ordered Blood Products**

1. Blood products ordered by any physician shall be provided by the Blood Bank/Transfusion Service without delay. If questionable indications for transfusion are felt to be present, the pathologist, while processing of this order proceeds without delay, will attempt to discuss this issue with the ordering physician. If, after discussion, the pathologist still believes the request to be questionable, he/she will report this case to the appropriate Department or committee for review.
2. The physician who has primary responsibility for the patient has the final say in decision making, although we encourage a team approach utilizing dialogue between the clinician and the transfusion service.



## **L. Collection and Expenditures of Medical Staff Funds**

### **1. Application Fees**

- a. Each application may be assessed an application non-refundable processing fee. This fee shall be Three Hundred Dollars (\$300) and shall also be considered as payment of any dues, for which the applicant shall be liable during the period of the initial appointment, should the applicant be appointed to the staff. The fee for applications for Courtesy, Honorary, Temporary, Administrative, Allied Health Professional, and Telemedicine Staff shall be One Hundred and Fifty Dollars (\$150)
- b. In the event that the applicant is not accepted, no portion of this applications fee shall be refunded. In special circumstances as defined by the Credentials Committee and the Medical Executive Committee, this application fee may be waived.

### **2. Medical Staff Dues**

- a. The Medical Executive Committee shall have the power to determine the amount of biennial reappointment dues. The following dues are currently in effect:
  - i. Active Staff:  
Two Hundred Dollars (\$200) for each two-year reappointment
  - ii. Courtesy, Honorary, Temporary, Administrative, Allied Health Professional, and Telemedicine Staff:  
One Hundred Dollars (\$100) for each two-year reappointment

### **3. Reappointment Late Processing Fees**

- a. Pursuant to the Bylaws and the Rules, the Medical Staff is authorized to collect late processing fees. An application for reappointment is late when less than one hundred fifty (150) calendar days remain until the end of Members' term. In addition to the regular reappointment fee, the following late processing fees are assessed:
  - i. At one hundred fifty (150) days from the end of a term – Fifty dollars (\$50) – (may be waived in extenuating circumstances, such as vacation);
  - ii. At one hundred twenty (120) days from the end of the term – Fifty dollars (\$50) more for a total penalty of one hundred dollars (\$100) – (may not be waived);
  - iii. At ninety (90) days from the end of the term – Fifty dollars (\$50) more for a total penalty of one hundred fifty dollars (\$150),
  - iv. At ninety (90) days, all fees must be paid in full and application must be complete or reappointment application is not processed and the membership is deemed to have expired automatically at the end of the term. If the member submits a new application for membership in the medical staff within six (6) months of the expiration of the appointment, he/she must pay the one hundred fifty dollar (\$150) penalty in addition to the application fee.

#### **4. Expenditure of Funds**

- a. The Medical Executive Committee shall determine the method of disbursement of Medical Staff funds. The Medical Executive Committee may appoint a Medical Staff Funds Advisory Committee to advise the Medical Executive Committee regarding such expenditures.
- b. If an Advisory Committee is appointed, it shall study the various possible uses for the funds and recommend specific expenditures, including specific dollar amounts, to the Medical Executive Committee on an annual basis or more often as appropriate.
- c. The Medical Executive Committee shall retain ultimate control of these funds. The Medical Executive Committee may deposit these funds in any accounts it deems suitable.
  - i. Any account shall have the following co-signers:
    - A. The Medical Staff President
    - B. The Medical Staff President-Elect
    - C. The Immediate Past President of the Medical Staff
    - D. The Chair of the Administrative Affairs Committee
    - E. Two Medical Staff Coordinators as designated by the Medical Executive Committee
  - ii. Any two (2) of these co-signers may distribute Medical Staff funds provided at least one co-signer is a Member of the Medical Staff. Any disbursement of funds greater than three hundred dollars (>\$300) must be approved in advance by the Medical Executive Committee. Any disbursement of funds of three hundred dollars or less (<=\$300) may be authorized by any two (2) of the cosigners listed above. Any such disbursement of funds without the advance approval of the Medical Executive Committee must be reported to the Medical Executive Committee by the Medical Staff President at the next regularly scheduled Medical Executive Committee meeting.

#### **M. Medical Staff Evaluation and Development**

1. Each Member of the active Medical Staff shall be reviewed no less often than every eleven (11) months by his/her Department Head on a form approved by the Medical Executive Committee. The purpose of this evaluation shall be to facilitate verbal and documented communications between the Department Head and the Staff Member in an attempt to acknowledge the Staff Member's areas of excellence and to identify those areas which can be improved.
2. The Medical Staff President shall evaluate the Department Heads in the same manner after consultation with the Members of his/her department. If the Department Head is also the Medical Staff President, an individual designated by the Credentials Committee shall evaluate him or her.
3. Upon completion, the evaluator and the Medical Staff Member shall meet face to face and each receives a copy of the evaluation, with additional copy to be placed in the individual's

credentials file. The copy in the credential's file shall be used by the Credentials Committee during the reappointment process. The Staff Member may request modification of this.

4. This evaluation shall be sent to the credentials file and the information in the credentials files shall be used for Medical Staff purposes only.

#### **N. Other Policy Manuals**

1. From time to time, policies are legally created and adopted by the Governing Body, the Administration, Nursing, and particular administrative departments. To the extent that these policies are not in conflict with the Medical Staff Bylaws, the Rules, or Medical Staff Policies, the Medical staff shall abide by the extraneous policy. If these extraneous policies are in conflict with the Bylaws, the Rules, or Medical Staff Policies, the Medical Executive Committee shall review the conflicting policies and recommend appropriate changes. When the extraneous policies have a negative impact upon the quality of patient care, the Medical Executive Committee shall also review the policy and make appropriate recommendation to assure quality care. In all cases, the Medical Staff must abide by the requirements of the Bylaws and the Rules.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: February 11, 2020

Subject: Antioch Unified School District, School Facilities Improvement District No. 1 General Obligation Bonds, Election of 2008, Series E

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2020/48 authorizing the issuance and sale of "Antioch Unified School District, School Facilities Improvement District No. 1 General Obligation Bonds, Election of 2008, Series E" in an amount not to exceed \$10,750,000 by the Antioch Unified School District on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code.

**FISCAL IMPACT:**

There is no fiscal impact to the County.

**BACKGROUND:**

The Antioch Unified School District intends to issue General Obligation bonds to fund capital improvements throughout the District. The District has requested that the Board of Supervisors adopt a resolution authorizing the direct issuance and sale of bonds by the District on its own behalf as authorized by Section 15140(b) of the Education Code.

The District adopted a resolution on January 22, 2020 authorizing the sale and issuance of the bonds (attached). This issuance was approved by the voters as part of a bond measure listed on the June 3, 2008 ballot.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

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

Contact: Timothy Ewell,  
925-335-1036

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without the Contra Costa County Board of Supervisors authorization, the School District would not be able to issue the bonds.

CHILDREN'S IMPACT STATEMENT:

The recommendation supports the following Children's Report Card outcome: Communities that are Safe and Provide a High Quality of Life for Children and Families.

ATTACHMENTS

Resolution 2020/48

District Resolution

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 02/11/2020 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2020/48**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY CONSENTING TO AND AUTHORIZING THE ANTIOCH UNIFIED SCHOOL DISTRICT TO ISSUE ITS SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1, GENERAL OBLIGATION BONDS, ELECTION OF 2008, SERIES E (2020)**

**RESOLVED** by the Board of Supervisors (the “Board”) of Contra Costa County (the “County”), State of California:

**WHEREAS**, sections 53506 *et seq.* of the California Government Code, including section 53508.7 thereof, provide that California public school district may issue and sell bonds on its own behalf at private sale pursuant to sections 15140 and 15146 of the California Education Code the Education Code;

**WHEREAS**, section 15140(b) of the California Education Code provides that the board of supervisors of county may authorize California public school district in the county to issue and sell its own bonds without the further action of the board of supervisors or officers of the county;

**WHEREAS**, the Board of Education of the Antioch Unified School District (the “District”), a California public school district under the jurisdiction of the County, has heretofore adopted and filed with the Clerk of this Board, a resolution (the “District Resolution”) providing for the issuance and sale of its Antioch Unified School District, School Facilities Improvement District No. 1, General Obligation Bonds, Election of 2008, Series E (2020), in an amount not to exceed \$10,750,000 (the “Bonds”), pursuant to sections 53506 *et seq.* of the California Government Code; and

**WHEREAS**, it has been requested on behalf of the District that this Board consent to such issuance of the Bonds and authorize the District to issue and sell the Bonds on its own behalf as permitted by section 53508.7 of the California Government Code and the terms set forth in the District Resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Contra Costa, State of California, as follows:

*Section 1. Recitals.* All of the foregoing recitals are true and correct.

*Section 2. Consent and Authorization of Competitive Sale.* This Board hereby consents to and authorizes the issuance and sale by the District on its own behalf of the Bonds pursuant to as permitted by section 53508.7 of the California Government Code and the terms and conditions set forth in the District Resolution. This consent and authorization set forth herein shall only apply to the Bonds.

*Section 3. Source of Payment.* The County acknowledges receipt of the District Resolution as adopted and the requests made by the District to levy collect and distribute *ad valorem* tax revenues pursuant to section 15250 *et seq.* of the California Education Code to pay for principal of and interest on the Bonds when and if sold. Correspondingly, and subject to the issuance and sale of the Bonds and transmittal of information concerning the debt service requirements thereof to the appropriate County officers, there shall be levied by the County on all of the taxable property in the School Facilities Improvement District No. 1 of the District in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are outstanding commencing with fiscal year 2020-21 in an amount sufficient to pay the principal of and interest on the Bonds when due which tax revenues when collected will be placed in the Interest and Sinking Fund of the District, as defined in the District Resolution, which Interest and Sinking Fund has been irrevocably pledged for the payment of the principal of and interest on the Bonds when and as the same fall due. The monies in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, shall be transferred by the County to the Paying Agent, as defined in the

District Resolution, as necessary to pay the principal of and interest on the Bonds as set out in California law and in the District Resolution.

*Section 4. Approval of Actions.* Officers of the Board and County officials and staff are authorized to do any and all things and are hereby authorized and directed jointly and severally to execute and deliver any and all documents which they may deem necessary or advisable in order to assist the District with the issuance of the Bonds and otherwise carry out give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers and officials and staff are hereby ratified confirmed and approved.

*Section 5. Indemnification of County.* The County acknowledges and relies upon the fact that the District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (“Indemnified Parties”), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the Bonds in accordance herewith and with the District’s resolution and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

*Section 6. Limited Responsibility for Official Statement.* Neither the Board nor any officer of the County has prepared or reviewed the official statement of the District describing the Bonds (the “Official Statement”) and this Board and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County’s investment policy, current portfolio holdings and valuation procedures, as they may relate to funds of the District held by the County Treasurer-Tax Collector, the County Treasurer-Tax Collector is hereby authorized and directed to prepare and review such information for inclusion in the Official Statement and in a preliminary official statement, and to certify in writing prior to or upon the issuance of the Bonds that the information contained in such section does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein in the light of the circumstances under which they are made not misleading.

*Section 7. Limited Liability.* Notwithstanding anything to the contrary contained herein in the Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the Bonds shall be payable solely from the moneys of the District available therefore as set forth in the District Resolution and herein.

*Section 8. Effective Date.* This Resolution shall take effect immediately upon its passage.

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: February 11, 2020**

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

**Contact: Timothy Ewell, 925-335-1036**

By: , Deputy

**cc:**

---

---

**ANTIOCH UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 2019-20-31**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE ANTIOCH  
UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE  
OF THE DISTRICT'S SCHOOL FACILITIES IMPROVEMENT DISTRICT  
NO. 1 GENERAL OBLIGATION BONDS, ELECTION OF 2008, SERIES E  
(2020), IN AN AMOUNT NOT TO EXCEED \$10,750,000**

Adopted January 22, 2020



TABLE OF CONTENTS

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions ..... 3  
Section 1.02. Authority for this Resolution ..... 6

ARTICLE II

THE SERIES E BONDS

Section 2.01. Authorization ..... 7  
Section 2.02. Terms of Series E Bonds ..... 7  
Section 2.03. Redemption ..... 8  
Section 2.04. Form of Series E Bonds ..... 9  
Section 2.05. Execution of Series E Bonds ..... 9  
Section 2.06. Transfer of Series E Bonds ..... 10  
Section 2.07. Exchange of Series E Bonds ..... 10  
Section 2.08. Bond Register ..... 10  
Section 2.09. Temporary Series E Bonds ..... 10  
Section 2.10. Series E Bonds Mutilated, Lost, Destroyed or Stolen ..... 10  
Section 2.11. Book Entry System ..... 11

ARTICLE III

ISSUE OF SERIES E BONDS; APPLICATION OF SERIES E BOND PROCEEDS;  
SECURITY FOR THE SERIES E BONDS

Section 3.01. Issuance, Award and Delivery of Series E Bonds ..... 13  
Section 3.02. Funds and Accounts ..... 13  
Section 3.03. Application of Proceeds of Sale of Series E Bonds ..... 14  
Section 3.04. Security for the Series E Bonds ..... 14

ARTICLE IV

SALE OF BONDS; APPROVAL OF PAYING AGENT AGREEMENT

Section 4.01. Sale of the Series E Bonds ..... 16  
Section 4.02. Approval of Paying Agent Agreement ..... 16  
Section 4.03. Official Action ..... 16

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment ..... 17  
Section 5.02. Extension of Time for Payment ..... 17  
Section 5.03. Protection of Security and Rights of Bondowners ..... 17  
Section 5.04. Further Assurances ..... 17  
Section 5.05. Tax Covenants ..... 17  
Section 5.06. Acquisition, Disposition and Valuation of Investments ..... 18  
Section 5.07. Continuing Disclosure ..... 18  
Section 5.08. Requirements of Section 15146(b) of the California Education Code ..... 18  
Section 5.09. Requirements of section 5852.1 of the California Government Code ..... 19

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent ..... 20  
Section 6.02. Paying Agent May Hold Series E Bonds ..... 20  
Section 6.03. Liability of Agents ..... 20  
Section 6.04. Notice to Agents ..... 21  
Section 6.05. Compensation, Indemnification ..... 21

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 7.01. Events of Default ..... 22  
Section 7.02. Other Remedies of Bondowners ..... 22  
Section 7.03. Non-Waiver ..... 22  
Section 7.04. Remedies Not Exclusive ..... 23

ARTICLE VIII

SUPPLEMENTAL RESOLUTIONS

Section 8.01. Supplemental Resolutions Effective Without Consent of the Owners ..... 24  
Section 8.02. Supplemental Resolutions Effective with Consent to the Owners ..... 24

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties ..... 25  
Section 9.02. Defeasance ..... 25  
Section 9.03. Execution of Documents and Proof of Ownership by Bondowners ..... 27  
Section 9.04. Waiver of Personal Liability ..... 27  
Section 9.05. Destruction of Canceled Series E Bonds ..... 27  
Section 9.06. Partial Invalidity ..... 27  
Section 9.07. Effective Date of Resolution ..... 27

- EXHIBIT A: FORM OF SERIES E BOND
- EXHIBIT B: FORM OF BOND PURCHASE AGREEMENT
- EXHIBIT C: FORM OF PAYING AGENT AGREEMENT
- EXHIBIT D: FORM OF CONTINUING DISCLOSURE CERTIFICATE

**ANTIOCH UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 2019-20-31**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE ANTIOCH  
UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE  
OF THE DISTRICT'S SCHOOL FACILITIES IMPROVEMENT DISTRICT  
NO. 1 GENERAL OBLIGATION BONDS, ELECTION OF 2008, SERIES E  
(2020), IN AN AMOUNT NOT TO EXCEED \$10,750,000**

RESOLVED, by the Board of Education (the "Board") of the Antioch Unified School District (the "District"), as follows:

WHEREAS, a duly called special municipal election was held in School Facilities Improvement District of the District (the "Improvement District") on June 3, 2008, and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the Improvement District a question as to the issuance and sale of general obligation bonds of the Improvement District to replace aging roofs, aging plumbing, old heating and air conditioning units with energy efficient systems, upgrade restrooms, electrical systems, renovate and expand libraries, and make schools accessible to all students (the "Project"), in the maximum aggregate principal amount of \$61,600,000 (the "Authorization") payable from the levy of an *ad valorem* tax against the taxable property in the Improvement District;

WHEREAS, pursuant to Title 1, Division 1, Part 10, Chapter 2 (commencing with section 15100) of the California Education Code and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code, the District is empowered to issue general obligation bonds;

WHEREAS, in 2008, the District issued its \$9,340,000 Antioch Unified School District (Contra Costa County, California), School Facilities Improvement District No. 1, General Obligation Bonds, Election of 2008, Series A, for the purpose of raising moneys for the Project and other authorized costs;

WHEREAS, in 2009, the District issued its \$10,660,000 Antioch Unified School District (Contra Costa County, California), School Facilities Improvement District No. 1, General Obligation Bonds, Election of 2008, Series B, for the purpose of raising moneys for the Project and other authorized costs;

WHEREAS, in 2010, the District issued its \$20,582,056.10 Antioch Unified School District (Contra Costa County, California), School Facilities Improvement District No. 1, General Obligation Bonds, Election of 2008, Series C-1, and its \$265,000 Antioch Unified School District (Contra Costa County, California), School Facilities Improvement District No. 1, General Obligation Bonds, Election of 2008, Series C-2, for the purpose of raising moneys for the Project and other authorized costs;

WHEREAS, in 2016, the District issued its \$10,000,000 Antioch Unified School District (Contra Costa County, California), School Facilities Improvement District No. 1, General

Obligation Bonds, Election of 2008, Series D, for the purpose of raising moneys for the Project and other authorized costs; and

WHEREAS, the District wishes at this time to authorize the issuance and sale of the fifth series of general obligation bonds under the Authorization in the aggregate principal amount of not to exceed \$10,750,000, its Antioch Unified School District (Contra Costa County, California), School Facilities Improvement District No. 1, General Obligation Bonds, Election of 2008, Series E (2020) (the "Series E Bonds") for the purpose of raising moneys for the Project and other authorized costs;

NOW, THEREFORE, it is hereby RESOLVED, by the Board of Education of the Antioch Unified School District, as follows:

## ARTICLE I

### DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings ascribed to them below, unless the context clearly requires some other meaning.

*"Act"* means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code, as is in effect on the date of adoption hereof and as amended hereafter.

*"Articles," "Sections"* and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

*"Authorized Investments"* means Contra Costa County Investment Pool, Contra Costa County Educational Investment Pool (or other investment pools of Contra Costa County into which the District may lawfully invest its funds), any investment authorized pursuant to sections 16429.1 and 53601 of the California Government Code, or any investment authorized in the Official Statement.

*"Board"* means the Board of Education of the District.

*"Bond Counsel"* means any attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

*"Bond Purchase Agreement"* means the Bond Purchase Agreement by and between the District and the Underwriter, for the purchase and sale of the Series E Bonds.

*"Bond Register"* means the registration books for the Series E Bonds maintained by the Paying Agent.

*"Closing Date"* means the date upon which there is an exchange of the Series E Bonds for the proceeds representing the purchase of the Series E Bonds by the Underwriter.

*"Code"* means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Series E Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Series E Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

*"Continuing Disclosure Certificate"* shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Series E Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

*"Costs of Issuance"* means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Series E Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding

costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the Series E Bonds and charges and fees in connection with the foregoing.

*"County"* means Contra Costa County, California.

*"Debt Service"* means the scheduled amount of interest and amortization of principal payable on the Series E Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

*"District Representative"* means the Superintendent, the Chief Business Official, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Series E Bonds.

*"Fair Market Value"* means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date Contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term *"Fair Market Value"* means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

*"Federal Securities"* means United States Treasury Bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

*"Information Services"* means the Electronic Municipal Market Access System (referred to as *"EMMA"*), a facility of the Municipal Securities Rulemaking Board (at <http://emma.msrb.org>) or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other national information services providing information with respect to called bonds as the District may designate to the Paying Agent.

*"Improvement District"* means School Facilities Improvement District No. 1 duly formed by the District pursuant to section 15320 et seq. of the California Education Code.

*"Interest Payment Date"* means with respect to interest, February 1 and August 1 of each year commencing on February 1, 2010, and with respect to principal, August 1, of each year commencing on August 1 in such year as shall be set forth in the Bond Purchase Agreement.

*"Municipal Advisor"* means Backstrom McCarley Berry & Co., LLC, as Municipal Advisor to the District in connection with the issuance of the Series E Bonds.

*"Office"* means the office or offices of the Paying Agent for the payment of the Series E Bonds and the administration of its duties hereunder. Initially, the Office of the Paying Agent is 2001 Bryan Street, Dallas, Texas. The Office may be re-designated from time to time under written notice filed with the District by the Paying Agent.

*"Outstanding"* means, when used as of any particular time with reference to Series E Bonds, all Series E Bonds except:

(a) Series E Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;

(b) Series E Bonds paid or deemed to have been paid within the meaning of Section 9.02 hereof; and

(c) Series E Bonds in lieu of or in substitution for which other Series E Bonds shall have been authorized, executed, issued and delivered by the District pursuant to this Resolution.

*"Owner"* or *"Bondowner"* mean any person who shall be the registered owner of any Outstanding Series E Bond.

*"Participating Underwriter"* shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

*"Paying Agent"* means The Bank of New York Mellon Trust Company, N.A., the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Series E Bonds, or such other paying agent as shall be appointed by the District prior to the delivery of the Series E Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01 hereof.

*"Paying Agent Agreement"* means the Paying Agent/Bond Registrar/ Costs of Issuance Agreement, dated the Closing Date, by and between the District and the Paying Agent.

*"Principal Office"* means the principal corporate trust office of the Paying Agent in Dallas, Texas.

*"Record Date"* means the 15th day of the month preceding each Interest Payment Date.

*"Regulations"* means temporary and permanent regulations promulgated under the Code.

*"Resolution"* means this Resolution, including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

*"Securities Depositories"* means The Depository Trust Company, 55 Water Street, 50th Floor, New York, NY 10041-0099, Attention: Call Notification Department, Fax (212) 855-7232; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate to the Paying Agent.

*"Series E Bonds"* means the Antioch Unified School District (Contra Costa County, California), School Facilities Improvement District No. 1, General Obligation Bonds, Election of 2008, Series E (2020), issued and at any time Outstanding pursuant to this Resolution.

*"Supplemental Resolution"* means any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Article VIII hereof.

*"Term Bonds"* means those Series E Bonds for which mandatory redemption dates have been established pursuant to the Bond Purchase Agreement.

*"Treasurer"* means Contra Costa County Treasurer-Tax Collector.

*"Underwriter"* means Raymond James & Associates, Inc.

*"Written Request of the District"* means an instrument in writing signed by the District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

Section 1.02. Authority for this Resolution. This Resolution is entered into pursuant to the provisions of the Act.



ARTICLE II  
THE SERIES E BONDS

Section 2.01. Authorization. Series E Bonds are hereby authorized to be issued by the District under and subject to the terms of the Act and this Resolution and may be issued as tax-exempt and/or taxable bonds. The amount of Series E Bonds and whether the Bonds are issued as tax-exempt and/or taxable bonds shall be determined on the date of sale thereof in accordance with the Bond Purchase Agreement. This Resolution constitutes a continuing agreement with the Owners of all of the Series E Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and the interest on all Series E Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series E Bonds shall be designated the "Antioch Unified School District (Contra Costa County, California), School Facilities Improvement District No. 1, General Obligation Bonds, Election of 2008, Series E (2020)."

Section 2.02. Terms of Series E Bonds.

(a) *Form; Numbering*. The Series E Bonds shall be issued as fully registered Series E Bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series E Bonds maturing in the year of maturity of the Series E Bond for which the denomination is specified. Series E Bonds shall be lettered and numbered as the Paying Agent shall prescribe.

(b) *Date of Series E Bonds*. The Series E Bonds shall be dated as of the Closing Date.

(c) *CUSIP Identification Numbers*. "CUSIP" identification numbers shall be imprinted on the Series E Bonds, but such numbers shall not constitute a part of Contract evidenced by the Series E Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series E Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series E Bonds shall not constitute an Event of Default (hereinafter defined) or any violation of the District's contract with such Owners and shall not impair the effectiveness of any such notice.

(d) *Maturities; Interest*. The Series E Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) and become payable on August 1 in the years and in the amounts set forth in, and subject to the alteration thereof permitted by, the Bond Purchase Agreement. The Series E Bonds shall bear interest at such rate or rates as shall be determined upon the sale thereof, payable semi-annually on each Interest Payment Date.

Each Series E Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to an Interest Payment Date and after the close of business on the fifteenth day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is registered and authenticated prior to July 15, 2020, in which event it shall bear interest from the date described in paragraph (b) of this Section 2.02; *provided, however*, that if at the time of authentication of a Series E Bond, interest is in default thereon, such Series E Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Series E Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(e) *Payment.* Interest on the Series E Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Paying Agent mailed via first-class mail to the Owner thereof at such Owner's address as it appears on the Bond Register on each Record Date or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of Series E Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date. Principal of the Series E Bonds is payable in lawful money of the United States of America at the Principal Office.

### Section 2.03. Redemption.

(a) *Optional Redemption.* The Series E Bonds are subject to optional redemption on the dates and at the redemption prices set forth in the Bond Purchase Agreement. The District shall be required to give the Paying Agent written notice of its intention to redeem Series E Bonds.

(b) *Mandatory Sinking Fund Redemption.* In the event and to the extent specified in the Bond Purchase Agreement, any maturity of Series E Bonds may be designated as "Term Bonds" and shall be subject to mandatory sinking fund redemption. If some but not all of such Term Bonds have been redeemed pursuant to the preceding subsection (a) of this Section 2.03, the aggregate principal amount of such Term Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a *pro rata* basis in integral multiples of \$5,000, or as shall be designated pursuant to written notice filed by the District with the Paying Agent.

(c) *Notice of Redemption.* The Paying Agent on behalf and at the expense of the District shall mail (by first class mail) notice of any redemption to: (i) the respective Owners of any Series E Bonds designated for redemption, at least thirty (30) but not more than sixty (60) days prior to the redemption date, at their respective addresses appearing on the Bond Register, and (ii) the Securities Depositories and to one or more Information Services, at least thirty (30) but not more than sixty (60) days prior to the redemption; *provided, however,* that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Series E Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the Series E Bond numbers and the maturity or maturities (in the event of redemption of all of the Series E Bonds of such maturity or maturities in whole) of the Series E Bonds to be redeemed, and shall require that such Series E Bonds be then surrendered at the Principal Office for redemption at the redemption price, giving notice also that further interest on such Series E Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the Series E Bonds, the notice of redemption shall state that the redemption is conditioned upon receipt by the Paying Agent of sufficient moneys to redeem the Series E Bonds on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Series E Bonds have not been deposited with the Paying Agent. In the event that the Paying Agent does not receive sufficient funds by the scheduled optional redemption date to so redeem the Series E Bonds to be optionally redeemed, the Paying Agent shall send written notice to the Owners, to the Securities

Depositories and to one or more of the Information Services to the effect that the redemption did not occur as anticipated, and the Series E Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes.

(d) *Selection of Series E Bonds for Redemption.* Whenever provision is made for the redemption of Series E Bonds of more than one maturity, the Series E Bonds to be redeemed shall be selected by the District evidenced by a Written Request of the District filed with the Paying Agent or, absent such selection by the District, on a *pro rata* basis among the maturities subject to redemption; and in each case, the Paying Agent shall select the Series E Bonds to be redeemed within any maturity by lot in any manner which the Paying Agent in its sole discretion shall deem appropriate and fair. For purposes of such selection, all Series E Bonds shall be deemed to be comprised of separate \$5,000 portions and such portions shall be treated as separate Series E Bonds which may be separately redeemed.

(e) *Partial Redemption of Series E Bonds.* In the event only a portion of any Series E Bond is called for redemption, then upon surrender of such Series E Bond the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Series E Bond or Bonds of the same maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series E Bond to be redeemed. Series E Bonds need not be presented for mandatory sinking fund redemptions.

(f) *Effect of Redemption.* From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Series E Bonds so called for redemption shall have been duly provided, such Series E Bonds so called shall cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All Series E Bonds redeemed pursuant to this Section 2.03 shall be canceled and shall be destroyed by the Paying Agent.

Section 2.04. Form of Series E Bonds. The Series E Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Exhibit A attached hereto.

Section 2.05. Execution of Series E Bonds. The Series E Bonds shall be executed on behalf of the District by the facsimile signatures of the President of its Board and its Clerk who are in office on the date of adoption of this Resolution or at any time thereafter. If any officer whose signature appears on any Series E Bond ceases to be such officer before delivery of the Series E Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Series E Bonds to the purchaser. Any Series E Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such Series E Bond shall be the proper officers of the District although at the nominal date of such Series E Bond any such person shall not have been such officer of the District.

Only such Series E Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Series E Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Series E Bonds. Any Series E Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series E Bond for cancellation at the Principal Office, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Series E Bond or Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series E Bond or Bonds, for like aggregate principal amount.

No transfers of Series E Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Series E Bonds for redemption or (b) with respect to a Series E Bond after such Series E Bond has been selected for redemption.

Section 2.07. Exchange of Series E Bonds. Series E Bonds may be exchanged at the Principal Office for a like aggregate principal amount of Series E Bonds of authorized denominations and of the same maturity. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Series E Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Series E Bonds for redemption or (b) with respect to a Series E Bond after such Series E Bond has been selected for redemption.

Section 2.08. Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series E Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series E Bonds as herein before provided.

Section 2.09. Temporary Series E Bonds. The Series E Bonds may be initially issued in temporary form exchangeable for definitive Series E Bonds when ready for delivery. The temporary Series E Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Series E Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Series E Bonds. If the District issues temporary Series E Bonds it will execute and furnish definitive Series E Bonds without delay, and thereupon the temporary Series E Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office and the Paying Agent shall deliver in exchange for such temporary Series E Bonds an equal aggregate principal amount of definitive Series E Bonds of authorized denominations. Until so exchanged, the temporary Series E Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive Series E Bonds executed and delivered hereunder.

Section 2.10. Series E Bonds Mutilated, Lost, Destroyed or Stolen. If any Series E Bond shall become mutilated the District, at the expense of the Owner of said Series E Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Series E Bond of like maturity and principal amount in exchange and substitution for the Series E Bond so mutilated, but only upon surrender to the Paying Agent of the Series E Bond so mutilated. Every mutilated Series E Bond so surrendered to the Paying Agent shall be canceled by it and

delivered to, or upon the order of, the District. If any Series E Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Series E Bond of like maturity and principal amount in lieu of and in substitution for the Series E Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Series E Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any Series E Bond issued under the provisions of this Section 2.10 in lieu of any Series E Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Series E Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Series E Bonds issued pursuant to this Resolution.

Section 2.11. Book Entry System. Except as provided below, the owner of all of the Series E Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the Series E Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Series E Bonds shall be initially executed and delivered in the form of a single fully registered Series E Bond for each maturity date of the Series E Bonds in the full aggregate principal amount of the Series E Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series E Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to Contrary. The Paying Agent and the District shall not have any responsibility or obligation to any participant of DTC (a "Participant"), any person claiming a beneficial ownership interest in the Series E Bonds under or through DTC or a Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Participant or the payment by DTC or any Participant by DTC or any Participant of any amount in respect of the principal or interest with respect to the Series E Bonds. The Paying Agent shall cause to be paid all principal and interest with respect to the Series E Bonds received from the District only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series E Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series E Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series E Bonds and delivers a written certificate to DTC to that effect, DTC shall notify the Participants of the availability through DTC of Series E Bonds. In such event, the District shall issue, transfer and exchange Series E Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series E Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series E Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series E Bonds evidencing the Series E Bonds to any DTC Participant having Series E Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series E Bonds.

Notwithstanding any other provision of this Resolution to Contrary, so long as any Series E Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series E Bond and all notices with respect to such Series E Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered by the District to DTC.

### ARTICLE III

#### ISSUE OF SERIES E BONDS; APPLICATION OF SERIES E BOND PROCEEDS; SECURITY FOR THE SERIES E BONDS

Section 3.01. Issuance, Award and Delivery of Series E Bonds. At any time after the execution of this Resolution the District may issue and deliver Series E Bonds in any principal amount, not to exceed \$10,750,000.

The District Representatives shall be, and are hereby, directed to cause the Series E Bonds to be printed, signed and delivered to the Underwriter on receipt of the purchase price therefor and upon performance of the conditions contained in the Bond Purchase Agreement.

The Paying Agent is hereby authorized to deliver the Series E Bonds to the Underwriter, upon receipt of a Written Request of the District.

#### Section 3.02. Funds and Accounts.

(a) *Building Fund.* The fund, known as the "Antioch Unified School District, School Facilities Improvement District No. 1 General Obligation Bonds, Election of 2008, Series E (2020) Building Fund" (the "Building Fund"), is hereby established and maintained by the Treasurer for the Series E Bonds. Moneys deposited therein from the proceeds of the Series E Bonds shall be used solely for the purpose for which the Series E Bonds are being issued and shall be applied solely to authorized purposes which relate to the acquisition or improvement of real property and for the payment of Costs of Issuance of the Series E Bonds if insufficient moneys are available therefor in the Costs of Issuance Fund. The interest earned on the moneys deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District filed with the Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes of the Series E Bonds shall be withdrawn from the Building Fund and transferred to the Interest and Sinking Fund, to be applied to the payment of Debt Service. By receipt of a copy of this resolution, the Treasurer is hereby requested to establish and maintain the Building Fund. The Treasurer is not responsible for the use of funds disbursed from the Building Fund. The District shall, from time to time, disburse or cause to be disbursed amounts from the Building Fund to pay Project Costs. Amounts in the Building Fund shall be invested so as to be available for the aforementioned disbursements. The District shall keep a written record of disbursements from the Building Fund.

(b) *Interest and Sinking Fund.* The fund, known as the "Antioch Unified School District, School Facilities Improvement District No. 1 General Obligation Bonds Interest and Sinking Fund" (the "Interest and Sinking Fund"), previously established and maintained by the Treasurer for the bonds of the Authorization is hereby continued. Moneys deposited therein shall be used only for payment of principal and interest on all general obligation bonds of the District. If, after payment in full of the Series E Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District. Notwithstanding the foregoing provisions of this Section 3.02(b), any excess proceeds of the Series E Bonds not needed for the authorized purposes set forth herein for which the Series E Bonds are being issued shall be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law, including but not limited to the requirements of federal tax law (if any) relating to the yield at which such proceeds are permitted to be invested. The interest earned on the moneys deposited to the Interest and Sinking Fund shall be retained in the Interest and Sinking Fund and used for the purposes thereof.

(c) *Costs of Issuance Fund.* A fund, to be known as the “Antioch Unified School District, School Facilities Improvement District No. 1 General Obligation Bonds, Election of 2008, Series E (2020) Costs of Issuance Fund” (the “Costs of Issuance Fund”), is hereby created and established with the Paying Agent, acting as costs of issuance custodian (the “Custodian”) for the Series E Bonds. Moneys deposited therein shall be used solely for the payment of costs of issuance of the Series E Bonds, as provided in the Paying Agent Agreement. The Board authorizes the payment to the County of out-of-pocket expenses and other costs incurred by the County in connection with the County’s participation in the issuance and delivery of the Series E Bonds.

(d) *Application of Proceeds.* Upon the sale of the Series E Bonds and at the further written instruction of a District Representative, the Treasurer is hereby directed to apply or deposit a portion of the net proceeds thereof, exclusive of accrued interest and any original issue premium, into the Building Fund. The District shall, from time to time, disburse or cause to be disbursed amounts from the Building Fund to pay Project Costs. Amounts in the Building Fund shall be invested so as to be available for the aforementioned disbursements. The District shall keep a written record of disbursements from the Building Fund. All funds held in the Interest and Sinking Fund shall be invested at the sole discretion of the Treasurer. Proceeds of the Series E Bonds held by the Treasurer shall be invested at the sole Treasurer’s discretion pursuant to law and the investment policy of Contra Costa County, unless otherwise directed in writing by a District Representative. The Treasurer is hereby authorized and requested to invest any or all funds held hereunder at the Treasurer’s discretion pursuant to law and the investment policy of Contra Costa County, both of which may be amended or supplemented from time to time. In addition, to the extent permitted by law at the written request of a District Representative, each of whom is hereby expressly authorized to make such request, all or any portion of the Building Fund may be invested on behalf of the District in Permitted Investments (ii) at the written request of an District Representative, each of whom is hereby expressly authorized to make such request, the Treasurer shall deposit any investment of all or any portion of the Building Fund made pursuant to section 41015 of the California Education Code in accordance with the instructions of District Representative and section 41016 of the California Education Code.

Section 3.03. Application of Proceeds of Sale of Series E Bonds. On the Closing Date, the proceeds of sale of the Series E Bonds shall be paid by the Underwriter as follows:

(a) to the Treasurer, an amount equal to the premium received by the District, if any, on the Series E Bonds, for deposit in the Interest and Sinking Fund;

(b) to the Custodian, an amount equal to the amounts required for the payment of Costs of Issuance, for deposit in the Costs of Issuance Fund; and

(c) the remaining proceeds of the Series E Bonds shall be to transfer to the Treasurer for deposit in the Building Fund.

Section 3.04. Security for the Series E Bonds. There shall be levied by the County on all the taxable property in the Improvement District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series E Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Series E Bonds when due, which moneys when collected will be placed in the Interest and Sinking Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the Series E Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the Series E Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent as necessary to pay



the principal of and interest on the Series E Bonds. The property taxes and amounts held in the Interest and Sinking Fund of the District shall immediately be subject to this pledge and the pledge shall constitute a lien and security interest which shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing or further act. The pledge is an agreement between the District and the Owners of the Series E Bonds in addition to the statutory lien that exists (as described below), and the Series E Bonds were issued to finance one or more capital projects authorized by the voters of the Improvement District and not to finance the general purposes of the District.

Additionally, in accordance with section 53515(a) of the Government Code, the Series E Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax for the payment of bonds authorized by the voters of the District. The lien shall automatically attach without further action or authorization by the District or the County. The lien shall be valid and binding from the time the Series E Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the tax shall be immediately subject to the lien, and the lien shall automatically attach to the revenues and be effective, binding, and enforceable against the District, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

## ARTICLE IV

### SALE OF BONDS; APPROVAL OF PAYING AGENT AGREEMENT

Section 4.01. Sale of the Series E Bonds. The Board hereby authorizes the negotiated sale of the Series E Bonds to the Underwriter. A Bond Purchase Agreement, in the form attached hereto as Exhibit B, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative is hereby approved by the Board. Any District Representative is hereby authorized and directed to execute the Bond Purchase Agreement for and in the name and on behalf of the District; *provided, however,* that the principal amount of the Series E Bonds does not exceed \$10,750,000, the final maturity date of the Series E Bonds is not later than August 1, 2040, and the Underwriter's discount shall not exceed 0.60% of the aggregate principal amount of Series E Bonds issued. The Board hereby authorizes the delivery and performance of the Bond Purchase Agreement.

Section 4.02. Approval of Paying Agent Agreement. The Paying Agent Agreement, in the form attached hereto as Exhibit C, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, is hereby approved by the Board. Any District Representative is hereby authorized and directed to execute the Paying Agent Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Paying Agent Agreement.

Section 4.03. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Series E Bonds are hereby approved, and the President of the Board, the Superintendent, the Director of Business Services, and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Series E Bonds in accordance with this Resolution.

## ARTICLE V

### OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the Series E Bonds, in strict conformity with the terms of the Series E Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Series E Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Series E Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the Series E Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Protection of Security and Rights of Bondowners. The District will preserve and protect the security of the Series E Bonds and the rights of the Bondowners and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Series E Bonds by the District, the Series E Bonds shall be incontestable by the District.

Section 5.04. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series E Bonds of the rights and benefits provided in this Resolution.

#### Section 5.05. Tax Covenants.

(a) *Private Activity Bond Limitation*. The District shall assure that the proceeds of the Series E Bonds issued as tax-exempt bonds are not so used as to cause the Series E Bonds issued as tax-exempt bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition*. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series E Bonds issued as tax-exempt bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement*. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Series E Bonds issued as tax-exempt bonds.

(d) *No Arbitrage.* The District shall not take, or permit or suffer to be taken, any action with respect to the proceeds of the Series E Bonds issued as tax-exempt bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Series E Bonds issued as tax-exempt bonds would have caused the Series E Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the Series E Bonds issued as tax-exempt bonds from the gross income of the Owners of the Series E Bonds issued as tax-exempt bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series E Bonds issued as tax-exempt bonds.

Section 5.06. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 5.06, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the Series E Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code).

Section 5.07. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, substantially in the form attached hereto as Exhibit E. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any holder or beneficial owner of the Series E Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate of specific performance by court order.

Section 5.08. Requirements of Section 15146(b) of the California Education Code. As required by section 15146(b) of the California Education Code (AB 1482, 2006), the District hereby states and certifies the following information:

(a) *Express Approval of Sale.* The Board hereby approves the competitive sale of the Series E Bonds.

(b) *Statement of Reason for Method of Sale Selected.* Competitive sales have been successfully employed by the District in the past.

(c) *Disclosure of Consultants.* The bond counsel to the District in connection with the issuance of the Series E Bonds will be Quint & Thimmig LLP, Larkspur, California. The disclosure counsel to the District in connection with the issuance of the Series E Bonds will be Quint & Thimmig LLP, Larkspur, California. The Municipal Advisor to the District in connection with the issuance of the Series E Bonds will be Backstrom McCarley Berry & Co., LLC, California. The Underwriter to the District in connection with the issuance of the Series E Bonds will be Raymond James & Associates, Inc., Los Angeles, California.

(d) *Estimate of Costs Associated with the Sale of the Series E Bonds.* Estimates of the costs associated with the issuance of the Series E Bonds are as follows:

|                         |                  |
|-------------------------|------------------|
| Municipal Advisor       | \$ 60,000        |
| Bond/Disclosure Counsel | 60,000           |
| Paying Agent            | 3,000            |
| Rating Agency           | 40,000           |
| Printing                | 5,000            |
| Miscellaneous           | 7,000            |
| Total                   | <u>\$175,000</u> |

(e) *No Capital Appreciation Bonds.* The Series E Bonds will be issued as current interest bonds.

Section 5.09. Requirements of Section 5852.1 of the California Government Code. As required by section 5852.1 of the California Government Code, the District hereby provides the following good faith estimates regarding the Series E Bonds:

(a) The true interest cost of the Series E Bonds: 4.50%

(b) The finance charge of the Series E Bonds (the sum of all fees and charges paid to third parties): \$280,125 (includes Costs of Issuance, Underwriter's discount and the premium for municipal bond insurance).

(c) Based on a principal amount \$10,750,000, the amount of proceeds to be received less the sum of all fees and charges paid to third parties, any reserves or capitalized interest: \$10,750,000.

(d) Based on a principal amount \$10,750,000, the sum total of all payments the District will make to pay debt service on the Series E Bonds, calculated to the final maturity of the Series E Bonds: \$16,250,000.

The foregoing constitute good faith estimates only.

The principal amount of the Series E Bonds, the true interest cost of the Series E Bonds, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Series E Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Series E Bonds sold being different from the estimated amount used for purposes of such estimates, (c) the actual amortization of the Series E Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Series E Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Series E Bonds and the actual principal amount of Series E Bonds sold will be determined based on the timing of the need for proceeds of the Series E Bonds and other factors. The actual interest rates with respect to the Series E Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Series E Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

## ARTICLE VI

### THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. The Bank of New York Mellon Trust Company, N.A. is hereby appointed to act as Paying Agent for the Series E Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series E Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series E Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Series E Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Series E Bonds. The Paying Agent may become the owner of any of the Series E Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the Series E Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series E Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties

hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Agents. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation, Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 7.01. Events of Default. The following events ("Events of Default") shall be events of default hereunder:

(a) if default shall be made in the due and punctual payment of the principal of on any Series E Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made in the due and punctual payment of any installment of interest on any Series E Bond when and as such interest installment shall become due and payable;

(c) if default shall be made by the District in the observance of any of the covenants, agreements or conditions on its part in this Resolution or in the Series E Bonds contained, and such default shall have continued for a period of thirty (30) days after written notice thereof to the District; or

(d) if the District shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

Section 7.02. Remedies of Bondowners. Any Bondowner shall have the right, for the equal benefit and protection of all Bondowners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series E Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bondowners' rights; or

(c) upon the happening of any Event of Default, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.03. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution, or in the Series E Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series E Bonds to the respective Owners of the Series E Bonds at the respective dates of maturity, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of Contract embodied in the Series E Bonds.



A waiver of any default by any Bondowner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series E Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bondowners by this Article VI may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series E Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bondowners, the District and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 7.04. Remedies Not Exclusive. No remedy herein conferred upon the Owners of Series E Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

## ARTICLE VIII

### SUPPLEMENTAL RESOLUTIONS

Section 8.01. Supplemental Resolutions Effective Without Consent of the Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners of the Series E Bonds, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply and omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series E Bonds issued as tax-exempt bonds.

Section 8.02. Supplemental Resolutions Effective with Consent to the Owners. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the Series E Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of at least two-thirds in aggregate principal amount of the Series E Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Series E Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Series E Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 hereof relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the Series E Bonds without the consent of all the Owners of such Series E Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE IX  
MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District, the Paying Agent and the Owners of the Series E Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the Series E Bonds.

Section 9.02. Defeasance.

(a) *Discharge of Resolution.* Series E Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on Series E Bonds Outstanding, as and when the same become due and payable;

(ii) by depositing, in trust with an escrow holder, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem Series E Bonds Outstanding; or

(iii) by delivering to the Paying Agent, for cancellation by it, Series E Bonds Outstanding.

then and in that case, at the election of the District (evidenced by a certificate of a District Representative, filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series E Bonds shall not have been surrendered for payment, this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it pursuant to this Resolution which are not required for the payment or redemption of Series E Bonds not theretofore surrendered for such payment or redemption.

(b) *Discharge of Liability on Series E Bonds.* Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem any Outstanding Series E Bond (whether upon or prior to its maturity or the redemption date of such Series E Bond), provided that, if such Series E Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, then all liability of the District in respect of such Series E Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series E Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited in trust with an

escrow holder as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series E Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series E Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) *Deposit of Money or Securities with Paying Agent.* Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust with an escrow holder money or securities in the necessary amount to pay or redeem any Series E Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established pursuant to this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Series E Bonds and all unpaid interest thereon to maturity, except that, in the case of Series E Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series E Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series E Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series E Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice;

provided, in each case, that the Paying Agent shall have been irrevocably instructed (by the terms of this Resolution or by request of the District) to apply such money to the payment of such principal or redemption price and interest with respect to such Series E Bonds.

(d) *Payment of Series E Bonds After Discharge of Resolution.* Notwithstanding any provisions of this Resolution, any moneys held in trust with an escrow holder for the payment of the principal or redemption price of, or interest on, any Series E Bonds and remaining unclaimed for one year after the principal of all of the Series E Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or one year after the date of deposit of such moneys if deposited after said date when all of the Series E Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the escrow holder with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series E Bonds which have not been paid at the addresses shown on the registration books maintained by the Paying Agent a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series E Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Bondowners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series E Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any Series E Bond shall bind all future Owners of such Series E Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No boardmember, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series E Bonds; but nothing herein contained shall relieve any such boardmember, officer, agent or employee from the performance of any official duty provided by law.

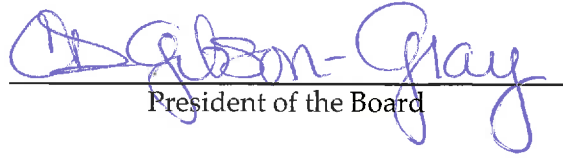
Section 9.05. Destruction of Canceled Series E Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Series E Bonds which have been paid or canceled pursuant to the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series E Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series E Bonds therein referred to.

Section 9.06. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series E Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the District in trust for the benefit of the Bondowners.

Section 9.07. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

\*\*\*\*\*

THE FOREGOING RESOLUTION is approved and adopted by the Board of Education of the Antioch Unified School District this 22nd day of January, 2020.

  
\_\_\_\_\_  
President of the Board

ATTEST:

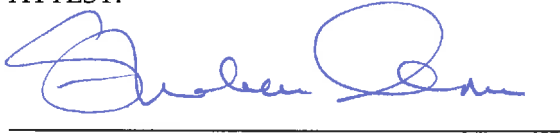
  
\_\_\_\_\_  
Clerk of the Board

EXHIBIT A TO RESOLUTION

FORM OF SERIES E BOND

United States of America
State of California
Contra Costa County

ANTIOCH UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1,
GENERAL OBLIGATION BONDS, ELECTION OF 2008, SERIES E (2020)

Table with 4 columns: INTEREST RATE, MATURITY DATE, ISSUE DATE, CUSIP. Values include percentages, dates like August 1, and March, 2020.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS

The ANTIOCH UNIFIED SCHOOL DISTRICT, a school district, duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns (the "Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless (i) this Bond is authenticated on an interest payment date, in which event it shall bear interest from such date of authentication, or (ii) this Bond is authenticated prior to an interest payment date and after the close of business on the fifteenth day of the month preceding such interest payment date, in which event it shall bear interest from such interest payment date, or (iii) this Bond is authenticated on or prior to July 15, 2020, in which event it shall bear interest from the Issue Date stated above; provided however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on this Bond) until payment of such Principal Sum in full, at the rate per annum stated above, payable on February 1 and August 1 in each year, commencing August 1, 2020, calculated on the basis of 360-day year comprised of twelve 30-day months. Principal hereof is payable at the office of The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent"), in Dallas, Texas. Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the fifteenth day of the month next preceding such interest payment date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Antioch Unified School District (Contra Costa County, California), School Facilities Improvement District No. 1, General Obligation Bonds, Election of 2008, Series E (2020)" (the "Bonds"), in an aggregate principal amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_), all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code (the "Act"), and pursuant to Resolution No. \_\_\_\_\_ of the District adopted January 22, 2020 (the "Resolution"), authorizing the issuance of the Bonds. Reference is hereby made to the Resolution (copies of which are on file at the office of the

Clerk of the Board of Education of the District) and the Act for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

A duly called election was held in the District on November 8, 2016, and thereafter canvassed pursuant to law. At such election there was submitted to and approved by the requisite 55% vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District to improve local elementary and middle schools with funding that cannot be taken by the State; add classrooms to prevent overcrowding, including a new elementary school; provide classroom instructional technology; repair, replace /update classrooms and educational facilities, in the maximum aggregate principal amount of \$31,000,000 (the "Authorization") payable from the levy of an *ad valorem* tax against the taxable property in the District. The Series E Bonds represent the second and final issue under the Authorization.

This Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Resolution) are general obligations of the District and do not constitute an obligation of Contra Costa County, California. The District has the power and is obligated to cause Contra Costa County Treasurer-Tax Collector to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the Improvement District subject to taxation by the District. No part of any fund of Contra Costa County is pledged or obligated to the payment of the Bonds.

The Bonds maturing on or before August 1, \_\_\_\_, are non-callable. The Bonds maturing on August 1, \_\_\_\_, or any time thereafter, are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on any date on or after August 1, \_\_\_\_ (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), and may be redeemed prior to the maturity thereof by payment of all principal, plus accrued interest to date of redemption, without premium.

[If applicable:] The Bonds maturing on August 1, 20\_\_ (the "Term Bonds") are also subject to mandatory sinking fund redemption on August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the Term Bonds have been redeemed pursuant to the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent:

| Sinking Fund<br>Redemption Date<br>(August 1) | Principal<br>Amount to be<br>Redeemed |
|---|---------------------------------------|
| _____   | _____                                 |

†Maturity

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.



If an Event of Default, as defined in the Resolution, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Resolution, but such declaration and its consequences may be rescinded and annulled as further provided in the Resolution.

The Bonds are issuable as fully registered Bonds, without coupons, in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at said office of the Paying Agent in Dallas, Texas, but only in the manner and subject to the limitations provided in the Resolution, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to Contrary.

The Resolution may be amended without the consent of the Owners of the Bonds to the extent set forth in the Resolution.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Resolution.

This Bond shall not be entitled to any benefit under the Resolution or become valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed manually by the Paying Agent.

Unless this certificate is presented by an authorized representative of The Depository Trust Company; a New York corporation ("DTC"), to the District or the Paying Agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Antioch Unified School District has caused this Bond to be executed in its name and on its behalf with the facsimile signatures of the President of its Board of Education and the Clerk of the Board of Education, all as of the Issue Date stated above.

ANTIOCH UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
President of the Board of Education

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Education

**CERTIFICATE OF AUTHENTICATION**

This is one of the Series E Bonds described in the within-mentioned Resolution.

Authentication Date:

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Paying Agent

By \_\_\_\_\_  
Authorized Signatory

**ASSIGNMENT**

For value received, the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name, Address and Tax Identification or Social Security Number of Assignee)  
\_\_\_\_\_  
\_\_\_\_\_

the within Series E Bond and do(es) hereby irrevocably constitute(s) and appoint(s)

\_\_\_\_\_  
attorney, to transfer the same on the registration books of the Paying Agent with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
Notice: Signature(s) must be guaranteed by a qualified guarantor institution.

\_\_\_\_\_  
Notice: The signature on this assignment must correspond with the name(s) as written on the face of the within bond in every particular without alteration or enlargement or any change whatsoever."

**EXHIBIT B TO RESOLUTION**  
**FORM OF BOND PURCHASE AGREEMENT**

\$ \_\_\_\_\_  
**ANTIOCH UNIFIED SCHOOL DISTRICT**  
**(Contra Costa County, California)**  
**School Facilities Improvement District No. 1**  
**General Obligation Bonds, Election of 2008, Series E (2020)**

---

**BOND PURCHASE AGREEMENT**

---

February 25, 2020

Antioch Unified School District  
510 G Street  
Antioch, California 94509

Ladies and Gentlemen:

Raymond James & Associates, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with the Antioch Unified School District (the "District") which, upon your acceptance hereof, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Bond Purchase Agreement by the District and delivery of such acceptance to the Underwriter at or prior to 11:59 P.M., Pacific Daylight time, on the date hereof.

1. Purchase and Sale of the Series E Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$ \_\_\_\_\_ in aggregate principal amount of the Antioch Unified School District (Contra Costa County, California), School Facilities Improvement District No. 1, General Obligation Bonds, Election of 2008, Series E (2020) (the "Series E Bonds"). The purchase price for the Series E Bonds shall be \$ \_\_\_\_\_ (being equal to the aggregate principal amount of the Series E Bonds (\$ \_\_\_\_\_), plus an original issue premium of \$ \_\_\_\_\_, less an Underwriter's discount of \$ \_\_\_\_\_).

The payment of the principal and interest on the Bonds when due will be insured by \_\_\_\_\_ (the "Municipal Bond Insurer"). The premium for the Municipal Bond Insurer's municipal bond insurance policy (the "Policy") in the amount of \$ \_\_\_\_\_ will be paid by the Underwriter to the Municipal Bond Insurer, as an accommodation to the District, from the purchase price.

In addition, from the purchase price, at the direction of the District, the Underwriter will transfer \$ \_\_\_\_\_ to the Contra Costa County Treasurer-Tax Collector (the "Treasurer") for deposit in the Antioch Unified School District (Contra Costa County, California), School Facilities Improvement District No. 1, General Obligation Bonds, Election of 2008, Series E (2020) Building Fund maintained by the Treasurer for the District, \$ \_\_\_\_\_ to the Treasurer for deposit in the Antioch Unified School District (Contra Costa County, California), School Facilities Improvement District No. 1, General Obligation Bonds, Election of 2008, Interest and Sinking Fund maintained for the District and \$ \_\_\_\_\_ to The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent"), for deposit in the Costs of Issuance Fund held by the Paying Agent, as costs of issuance custodian, for disbursement at the direction of the District.

The District acknowledges and agrees that (i) the purchase and sale of the Series E Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the District, (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the District with respect to the offering of the Series E Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the District, and (v) the District has consulted with its own legal and Municipal Advisor to the extent it deemed appropriate in connection with the offering of the Series E Bonds.

The Underwriter has provided to the District prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board which have been received by the District.

2. The Series E Bonds. Except as hereinafter described, the Series E Bonds shall be as described in, and shall be issued and secured pursuant to the provisions of the resolution of the Board of Education of the District adopted on January 22, 2020 (the "Resolution"), provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code (the "Act") and other applicable provisions of law. The Series E Bonds shall be issued, authenticated and delivered under and in accordance with the provisions of the Resolution and this Bond Purchase Agreement. The Series E Bonds are being issued as current interest bonds.

At an election held in the District on June 3, 2008, more than 55% of the qualified electors of the School Facilities District No. 1 of the District (the "Improvement District") approved the issuance of \$61,600,000 general obligation bonds to replace aging roofs, aging plumbing, old heating and air conditioning units with energy efficient systems, upgrade restrooms, electrical systems, renovate and expand libraries, and make schools accessible to all students (the "Project"), payable from the levy of an *ad valorem* tax against the taxable property in the Improvement District (the "Authorization"). The Series E Bonds are being issued pursuant to the Authorization to fund a portion of the Project.

The Series E Bonds will be dated the date of delivery and accrue interest from such date, payable semiannually on February 1 and August 1 of each year, commencing on August 1, 2020. The Series E Bonds will mature on the dates, bear interest at the rates and be subject to redemption on the terms and conditions, all as shown on Appendix A hereto, which is incorporated herein by this reference. The Series E Bonds will be issued as fully registered bonds, without coupons, in the denominations of \$5,000 and any integral multiple thereof.

To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), the District will undertake, pursuant to the Resolution and a continuing disclosure certificate (the "Continuing Disclosure Certificate"), to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement (each as hereinafter defined).

3. Use of Documents. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Series E Bonds, this Bond Purchase Agreement, the Official Statement and the Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement.

4. Public Offering of the Series E Bonds. The Underwriter agrees to make a bona fide public offering of all the Series E Bonds at the initial public offering price or yield to be set forth on the cover page of the Official Statement and Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering price or yield as it deems necessary in connection with the marketing of the Series E Bonds.

## 5. Issue Price.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Series E Bonds and shall execute and deliver to the District on the Closing Date an "issue price" or similar certificate substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series E Bonds.

(b) Except as otherwise set forth in Schedule 1 attached to Appendix B, the District will treat the first price at which 10% of each maturity of the Series E Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(c) Schedule 1 attached to Appendix B sets forth the maturities, if any, of the Series E Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series E Bonds, the Underwriter will neither offer nor sell unsold Series E Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series E Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Series E Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Series E Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series E Bonds.

(e) The Underwriter acknowledges that sales of any Series E Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section 5. Further, for purposes of this Section 5:

(i) "public" means any person other than an underwriter or a related party, and

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series E Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series E Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series E Bonds to the public), and

(iii) a purchaser of any of the Series E Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

6. Review of Official Statement. The Underwriter hereby represents that it has received and reviewed the preliminary official statement with respect to the Series E Bonds, dated February 13, 2020 (the Preliminary Official Statement"). The District represents that it has duly authorized and caused the preparation of the Preliminary Official Statement and that it deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), yield(s) to maturity, selling compensation, aggregate principal amount, delivery date, rating(s) and other terms of the Series E Bonds which depend upon the foregoing as provided in and pursuant to the Rule.

The Underwriter agrees that prior to the time a final Official Statement relating to the Series E Bonds is available, the Underwriter will send to any potential purchaser of the Series E Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

7. Closing. At 9:00 A.M., Pacific Daylight time, on March 12, 2020, or at such other time or on such other date as shall have been mutually agreed upon by you and us (the "Closing"), the District will deliver to the Underwriter (except as otherwise provided in the Resolution), through the facilities of The Depository Trust Company ("DTC"), or at such other place as we may mutually agree, the Series E Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and in Larkspur, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds.

8. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

(a) *Due Organization.* The District is a unified school district duly organized and validly existing under the laws of the State of California (the "State"), with the power to issue the Series E Bonds pursuant to the Act.

(b) *Due Authorization.* (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Series E Bonds; (ii) the District has full legal right, power and authority to enter into this Bond Purchase Agreement, to adopt the Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Bond Purchase Agreement and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Series E Bonds, the Resolution, the Continuing Disclosure Certificate and this Bond Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Bond Purchase Agreement, the Resolution and the Continuing Disclosure Certificate constitute the valid and legally binding obligations of the District; (v) the Series E Bonds, when issued, authenticated and sold to the Underwriter in accordance with the Resolution, and this Bond Purchase Agreement, will be the legal, valid, binding and enforceable obligations of the District enforceable in accordance with their terms; and (vi) the District has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement, the Resolution and the Continuing Disclosure Certificate. The District will not amend, terminate or rescind, and will not agree to any

amendment, termination or rescission of the Resolution, the Continuing Disclosure Certificate or this Bond Purchase Agreement without the prior written consent of the Underwriter prior to the date of the Closing.

(c) *Consents.* Other than the adoption of the Resolution, no consent, approval, authorization, order, filing, registration, qualification, election or referendum of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Series E Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Series E Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; *provided, however*, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) *Internal Revenue Code.* The District has covenanted to comply with the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, with respect to the Series E Bonds.

(e) *No Conflicts.* The issuance of the Series E Bonds, and the execution, delivery and performance of this Bond Purchase Agreement, the Resolution, the Continuing Disclosure Certificate and the Series E Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) *Litigation.* As of the time of acceptance hereof, based on the advice of counsel to the District, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or the Improvement District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Series E Bonds, the application of the proceeds of the sale of the Series E Bonds, or the collection of taxes of the District pledged or to be pledged or available to pay the principal of and interest on the Series E Bonds, or the pledge thereof, or, the levy of any taxes contemplated by the Resolution, or in any way contesting or affecting the validity or enforceability of the Series E Bonds, this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Resolution or contesting the powers of the District or its authority with respect to the Series E Bonds, the Resolution, the Continuing Disclosure Certificate or this Bond Purchase Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Resolution, (b) declare this Bond Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Series E Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(g) *No Other Debt.* Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued, nor will Contra Costa County (the "County"), on behalf of the District issue, any bonds, notes or certificates of participation for the Improvement District except for such borrowings as may be described in or contemplated by the Official Statement.

(h) *Arbitrage Certificate.* The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon.

(i) *Certificates.* Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(j) *Official Statement.* The District has reviewed the Preliminary Official Statement and, as of its date and as of the date hereof, the information set forth therein contains no untrue statement of a material



fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading in any material respect. The District will provide to the Underwriter a certificate dated as of the date of the Official Statement and as of the Closing stating that it has reviewed the Official Statement and, as of the Closing, the information set forth therein contains no untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(k) *Financial Statements.* The financial statements of the District contained in the Preliminary Official Statement and the Official Statement present fairly the financial position of the District as of the dates indicated and the results of its operations for the periods specified.

(l) *Continuing Disclosure.* Based on a review of its prior undertakings under the Rule, and except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the District has never failed to comply in all material respects with any previous undertakings with regard to said Rule to provide annual reports or notices of material events with respect to the last five years.

(m) *Levy of Tax.* The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes for the payment of the Series E Bonds, and the deposit and investment of Series E Bond proceeds. In particular, the District hereby agrees to provide to the appropriate officials of the County a copy of the Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Series E Bonds, in accordance with section 15140(c) of the California Education Code and policies and procedures of the County.

9. Covenants of the District. The District covenants and agrees with the Underwriter that:

(a) *Securities Laws.* The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Series E Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, *provided, however*, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(b) *Application of Proceeds.* The District will apply the proceeds from the sale of the Series E Bonds for the purposes specified in the Resolution;

(c) *Official Statement.* The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Bond Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Series E Bonds;

(d) *Subsequent Events.* The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement until the date which is ninety (90) days following the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Series E Bonds for sale;

(e) *References.* References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto; and

(f) *Amendments to Official Statement.* For a period of ninety (90) days after the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Series E Bonds for sale, the District will not adopt any amendment of or supplement to the Official Statement to which, after having been

furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by the Underwriter; and if any event relating to or affecting the District shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the District shall forthwith prepare and furnish (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

10. Conditions to Closing. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Bond Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) *Representations True.* The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement;

(b) *Obligations Performed.* At the time of the Closing, (i) the Official Statement, this Bond Purchase Agreement, the Resolution and the Continuing Disclosure Certificate shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Quint & Thimmig LLP ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of their obligations required under or specified in the Resolution, this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;

(c) *Adverse Rulings.* No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Bond Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 7(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) *Marketability.* Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Series E Bonds, at the initial offering prices set forth in the Official Statement, of the Series E Bonds shall not have been materially adversely affected in the judgment of the Underwriter (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the Series E Bonds) by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Series E Bonds, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Series E Bonds; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Series E Bonds, or obligations of the general character of the Series E Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended (the "Securities Act");

(2) legislation enacted by the legislature of the State of California (the "State"), or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Series E Bonds in the hands of the holders thereof; or

(3) the declaration of war or engagement in major military hostilities by the United States, any outbreak or escalation of hostilities or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community in the United States;

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Series E Bonds, or obligations of the general character of the Series E Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series E Bonds, or the issuance, offering or sale of the Series E Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) there shall have occurred or any notice shall have been given of the intended withdrawal, downgrading or placement on credit watch of any rating of the District's outstanding indebtedness by a national rating agency;

(8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; or

(9) the marketability of the Bonds or the market price thereof, in the opinion of the underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets.

(e) *Delivery of Documents.* At or prior to the date of the Closing, Bond Counsel shall deliver sufficient copies of the following documents, in each case dated as of the date of the Closing and satisfactory in form and substance to the Underwriter:

(1) **Bond Opinion.** An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Series E Bonds, dated the date of the Closing, addressed to the District, in the form attached to the Official Statement as Appendix C;

(2) **Reliance Letter.** A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described in (e)(1) above;

(3) **Supplemental Opinion.** A supplemental opinion of Bond Counsel, dated the date of the Closing, addressed to the Underwriter to the effect that:

(i) this Bond Purchase Agreement has been duly executed and delivered by the District and, assuming due authorization, execution and delivery by and validity against the Underwriter, is a valid and binding agreement of the District, subject to bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases;

(ii) the statements contained in the Official Statement under the captions "THE BONDS," "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS" and "TAX MATTERS," insofar as such statements purport to summarize certain provisions of the Series E Bonds and the Resolution and its opinion concerning certain federal tax matters relating to the Series E Bonds are accurate in all material respects; and

(iii) the Series E Bonds are not subject to the registration requirements of the Securities Act and the Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(4) **Certificates.** Certificates signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Bond Purchase Agreement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Resolution and this Bond Purchase Agreement, which are necessary to be complied with prior to or concurrently with the Closing and such documents are in full force and effect, (iv) the District has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) no further consent is required for inclusion of the District's audited financial statements in the Official Statement, and (vi) the Series E Bonds being delivered on the date of the Closing to the Underwriter under this Bond Purchase Agreement substantially conform to the descriptions thereof contained in the Resolution;

(5) **Disclosure Counsel Opinion.** An opinion letter, dated the date of the Closing and addressed to the District and the Underwriter of Quint & Thimmig LLP, Larkspur, California, Disclosure Counsel ("Disclosure Counsel"), to the effect that based upon their participation in the preparation of the Official Statement as Disclosure Counsel, except to the extent set forth in their supplemental opinion without assuming any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement nor making any representation regarding independent verification of the accuracy, completeness or fairness of any of the statements contained in the Official Statement, such counsel advises that during the course of such representation of the District as disclosure counsel on this matter, no information came to the attention of the attorneys in such firm rendering legal services in connection with such representation which caused them to believe that the Official Statement as of its date and as of the Closing Date (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion (except opinions of Bond Counsel), Appendix A to the Official Statement, or any information about book-entry or DTC included therein, as to which no opinion or view is expressed) contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(6) **Arbitrage.** A non-arbitrage certificate of the District in a form satisfactory to Bond Counsel;

(7) **Policy.** The Policy, issued by the Municipal Bond Insurer;

(8) **Certificate of the Municipal Bond Insurer.** A certificate of the Municipal Bond Insurer or an opinion of counsel to the Municipal Bond Insurer, dated the date of the Closing, to the effect that the information in the Official Statement regarding the Policy and the Municipal Bond Insurer under the caption "MUNICIPAL BOND INSURANCE" and contained in an appendix to the Official Statement containing a specimen of the Policy, is accurate in all material respects;

(9) **Opinion of Counsel to the Municipal Bond Insurer.** An opinion of counsel to the Municipal Bond Insurer as to the validity and enforceability of the Policy, in form and content satisfactory to Bond Counsel and the Underwriter;

(10) **Ratings.** Evidence satisfactory to the Underwriter that the Bonds shall have received an underlying rating of "\_\_\_" from S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("S&P"), and an insured rating of "AA" from S&P, and that such ratings have not been revoked or downgraded;

(11) **Resolution.** A certificate, together with fully executed copies of the Resolution, of the Clerk of the Governing Board of the District to the effect that:

(i) such copies are true and correct copies of the Resolution; and

(ii) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(12) **Official Statement.** Certificates of the appropriate officials of the District evidencing their determinations respecting the Official Statement in accordance with the Rule and not more than 25 copies of the Official Statement;

(13) **Continuing Disclosure Certificate.** The Continuing Disclosure Certificate as summarized in the Official Statement and in the form attached thereto as Appendix B, satisfactory to the Underwriter which complies with the Rule;

(14) **Underwriter's Certifications.** At or before Closing, and contemporaneously with the acceptance of delivery of the Series E Bonds and the payment of the purchase price thereof, the Underwriter will provide (or cause to be provided) to the District:

(i) the receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, confirming delivery of the Series E Bonds to the Underwriter, receipt of all documents required by the Underwriter, and the satisfaction of all conditions and terms of this Purchase Agreement by the District and confirming to the District that as of the date of the Closing all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects; and

(ii) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Series E Bonds have been reoffered to the public, as described in Section 1;

(15) **Underwriter's Counsel Opinion.** The opinion of \_\_\_\_\_, as Underwriter's counsel, addressed to the Underwriter, in form and substance acceptable to the Underwriter;

(16) **Tax Rate Projection and Debt Capacity Certificates;** and

(17) **Other Documents.** Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence

compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) *Termination.* Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Series E Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on December 18, 2019, then the obligation to purchase the Series E Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 11 hereof.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

11. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. Costs and Expenses. All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, CUSIP fees, travel, the fees of any Underwriter's counsel and other expenses, shall be paid by the Underwriter.

13. Notices. Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent, or if to the Underwriter, to Raymond James & Associates, Inc., \_\_\_\_\_, Attention: \_\_\_\_\_, Managing Director.

14. Parties in Interest; Survival of Representations and Warranties. This Bond Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Bond Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Bond Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Series E Bonds hereunder, and (c) any termination of this Bond Purchase Agreement.

15. Execution in Counterparts. This Bond Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

16. Applicable Law. This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State applicable to contracts made and performed in such State.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC., as  
Underwriter

By \_\_\_\_\_  
Managing Director

The foregoing is hereby agreed to and accepted  
as of the date first above written:

ANTIOCH UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Superintendent

APPENDIX A

MATURITY SCHEDULE AND REDEMPTION PROVISIONS

\$ \_\_\_\_\_  
**ANTIOCH UNIFIED SCHOOL DISTRICT**  
 (Contra Costa County, California)  
**School Facilities Improvement District No. 1**  
**General Obligation Bonds,**  
**Election of 2008, Series E (2020)**

| Maturity<br>(August 1) | Principal<br>Amount | Interest<br>Rate | Yield | Price |
|------------------------|---------------------|------------------|-------|-------|
|------------------------|---------------------|------------------|-------|-------|

**Redemption Provisions**

*Optional Redemption.* Series E Bonds maturing prior to August 1, \_\_\_\_, are non-callable. The Series E Bonds maturing on and after August 1, \_\_\_\_, or on any date thereafter, are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on any date on or after August 1, \_\_\_\_ (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), and may be redeemed prior to the maturity thereof by payment of all principal, plus accrued interest to date of redemption, without premium.

*Mandatory Sinking Fund Redemption.* The Series E Bonds maturing on August 1, \_\_\_\_ (the "Term Bonds") are also subject to mandatory sinking fund redemption on August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the Term Bonds have been redeemed pursuant to the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent:

| Sinking Fund<br>Redemption Date<br>(August 1) | Principal<br>Amount to be<br>Redeemed |
|---|---------------------------------------|
|---|---------------------------------------|

†Maturity



APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

§ \_\_\_\_\_  
ANTIOCH UNIFIED SCHOOL DISTRICT  
(Contra Costa County, California)  
School Facilities Improvement District No. 1  
General Obligation Bonds,  
Election of 2008, Series E (2020)

The undersigned, on behalf of Raymond James & Associates, Inc. ("Raymond James"), based on the information available to it, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule 1.

2. Initial Offering Price of the Bonds Hold-the-Offering Price Maturities.

(a) Raymond James offered the Hold-the-Offering Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule 1 (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule 2.

(b) As set forth in the Bond Purchase Agreement, Raymond James has agreed in writing that, (i) for each Maturity of the Hold-the-Offering Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. Defined Terms.

(a) "General Rule Maturities" means, the Maturities of the Bonds listed in Schedule 1 as "General Rule Maturities."

(b) "Hold-the-Offering Price Maturities" means, the Maturities of the Bonds listed in Schedule 1 as "Hold-the-Offering Price Maturities."

(c) "Holding Period" means, for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Raymond James has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(d) "Issuer" means the Antioch Unified School District.

(e) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is February 25, 2020.

(h) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Raymond James's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. Accordingly, Raymond James makes no representation as to the legal sufficiency of the factual matters set forth herein. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the arbitrage certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Quint & Thimmig LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party for any other purpose.

4. Credit

Raymond James has calculated that the present value of the amounts paid to obtain the Assured Guaranty Municipal Corp.'s municipal bond insurance policy (the "Policy") is less than the present value of the debt service reasonably expected to be saved as a result of having the Policy, using as the discount factor for this purpose the expected Yield with respect to the Bonds treating the fees paid as interest with respect to the Bonds.

RAYMOND JAMES & ASSOCIATES, INC., as  
Underwriter

By \_\_\_\_\_  
Authorized Officer

Dated: March 12, 2020

SCHEDULE 1

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE  
HOLD-THE-OFFERING-PRICE MATURITIES

\$ \_\_\_\_\_  
ANTIOCH UNIFIED SCHOOL DISTRICT  
(Contra Costa County, California)  
School Facilities Improvement District No. 1  
General Obligation Bonds,  
Election of 2008, Series E (2020)

| <u>General<br/>Rule<br/>Maturities</u> | <u>Hold-the-<br/>Offering<br/>Price<br/>Maturities</u> | <u>Maturity<br/>(August 1)</u> | <u>Principal<br/>Amount</u> | <u>Interest<br/>Rate</u> | <u>Yield</u> | <u>Price</u> |
|--|--|--------------------------------|-----------------------------|--------------------------|--------------|--------------|
|--|--|--------------------------------|-----------------------------|--------------------------|--------------|--------------|

SCHEDULE 2  
PRICING WIRE OR EQUIVALENT COMMUNICATION

**EXHIBIT C TO RESOLUTION**  
**FORM OF PAYING AGENT AGREEMENT**

§ \_\_\_\_\_  
**ANTIOCH UNIFIED SCHOOL DISTRICT**  
**(Contra Costa County, California)**  
**School Facilities Improvement District No. 1**  
**General Obligation Bonds,**  
**Election of 2008, Series E (2020)**

**PAYING AGENT/BOND REGISTRAR/COSTS OF ISSUANCE AGREEMENT**

THIS PAYING AGENT/BOND REGISTRAR/COSTS OF ISSUANCE AGREEMENT (this "Agreement"), is entered into as of March 1, 2020, by and between the ANTIOCH UNIFIED SCHOOL DISTRICT (the "District") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (the "Paying Agent"), relating to the \$\_\_\_\_\_ Antioch Unified School District (Contra Costa County, California), School Facilities Improvement District No. 1, General Obligation Bonds, Election of 2008, Series E (2020) (the "Bonds"). The District hereby appoints the Paying Agent to act in such capacity as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds (all such capacities referred to herein as "Paying Agent").

**RECITALS**

WHEREAS, the District has duly authorized and provided for the issuance of the Bonds as fully registered bonds without coupons;

WHEREAS, the District will ensure all things necessary to make the Bonds the valid obligations of the District, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS, the District and the Paying Agent wish to provide the terms under which the Paying Agent will act to pay the principal of and interest on the Bonds, in accordance with the terms thereof, and under which the Paying Agent will act as Bond Registrar for the Bonds;

WHEREAS, the District and the Paying Agent also wish to provide the terms under which the Paying Agent will act as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds;

WHEREAS, the Paying Agent has agreed to serve in such capacities for and on behalf of the District and has full power and authority to perform and serve as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds; and

WHEREAS, the District has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

*"Bond Register"* means the book or books of registration kept by the Paying Agent in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

*"Bond Registrar"* means the Paying Agent when it is performing the function of registrar for the Bonds.

*"Bond Resolution"* means the resolution of the District pursuant to which the Bonds were issued.

*"Bond"* or *"Bonds"* means any one or all of the \$\_\_\_\_\_ Antioch Unified School District (Contra Costa County, California), School Facilities Improvement District No. 1, General Obligation Bonds, Election of 2008, Series E (2020).

*"Closing Date"* means March 12, 2020, the date of delivery of the Bonds.

*"Custodian and Disbursing Agent"* means the Paying Agent when it is performing the function of custodian and disbursing agent for the payment of costs of issuance relating to the Bonds.

*"District"* means Antioch Unified School District.

*"District Request"* means a written request signed in the name of the District and delivered to the Paying Agent.

*"Fiscal Year"* means the fiscal year of the District ending on June 30 of each year.

*"Paying Agent"* means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America.

*"Person"* means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

*"Registered Owner"* means a Person in whose name a Bond is registered in the Bond Register.

*"Stated Maturity"* when used with respect to any Bond means the date specified in the Bond Resolution as the date on which the principal of such Bond is due and payable.

*"Transfer Agent"* means the Paying Agent when it is performing the function of transfer agent for the Bonds.

*"Treasurer-Tax Collector"* means Contra Costa County Treasurer-Tax Collector.

*"Underwriter"* means Raymond James & Associates, Inc.

## ARTICLE TWO

### APPOINTMENT OF BANK AS PAYING AGENT, TRANSFER AGENT, BOND REGISTRAR AND CUSTODIAN AND DISBURSING AGENT

Section 2.01. Appointment and Acceptance. The District hereby appoints the Paying Agent to act as Paying Agent and Transfer Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement and the Bond Resolution, the principal of, redemption premium (if any) and interest on all or any of the Bonds.

The District hereby appoints the Paying Agent as Bond Registrar with respect to the Bonds. As Bond Registrar, the Paying Agent shall keep and maintain for and on behalf of the District, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided herein and in the Bond Resolution.

The District hereby appoints the Paying Agent as Custodian and Disbursing Agent.

The Paying Agent hereby accepts its appointment, and agrees to act as Paying Agent, Transfer Agent, Bond Registrar and Custodian and Disbursing Agent.

Section 2.02. Compensation. As compensation for the Paying Agent's services as Paying Agent and Bond Registrar, the District hereby agrees to pay the Paying Agent the fees and amounts set forth in a separate agreement between the District and the Paying Agent.

In addition, the District agrees to reimburse the Paying Agent, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Paying Agent in connection with entering into and performing under this Agreement and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

## ARTICLE THREE

### PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Paying Agent, provided sufficient collected funds have been provided to it for such purpose by or on behalf of the District, shall pay on behalf of the District the principal of, and interest on each Bond in accordance with the debt service schedule attached hereto as Exhibit A.

Section 3.02. Payment Dates. The District hereby instructs the Paying Agent to pay the principal of and interest on the Bonds on the dates specified in the Bond Resolution.

## ARTICLE FOUR

### BOND REGISTRAR

Section 4.01. Initial Delivery of Bonds. The Bonds will be initially registered and delivered to the purchaser designated by the District as one Bond for each maturity. If such purchaser delivers a written request to the Paying Agent not later than five business days prior to the date of initial delivery, the Paying Agent will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Bond Registrar. The Paying Agent in its capacity as Bond Registrar shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument

of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Paying Agent, duly executed by the Registered Owner thereof or his attorney duly authorized in writing. The Bond Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Bonds. The District shall provide to the Paying Agent on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Paying Agent agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register. The Paying Agent as Bond Registrar will maintain its records as Bond Registrar in accordance with the Paying Agent's general practices and procedures in effect from time to time.

Section 4.05. Reports. The District may request the information in the Bond Register at any time the Paying Agent is customarily open for business, provided that reasonable time is allowed the Paying Agent to provide an up-to-date listing and to convert the information into written form.

The Paying Agent will not release or disclose the content of the Bond Register to any person other than to the District at its written request, except upon receipt of a subpoena or court order or as may otherwise be required by law. Upon receipt of a subpoena or court order the Paying Agent will notify the District to the extent it is allowed by law to do so.

Section 4.06. Cancelled Bonds. All Bonds surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent, shall be promptly cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any Bonds previously authenticated and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent. All cancelled Bonds held by the Paying Agent for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the District upon its written request.

## ARTICLE FIVE

### CUSTODIAN AND DISBURSING AGENT

Section 5.01. Receipt of Moneys. The Paying Agent, as custodian, has received, from the Underwriter, the sum of \$\_\_\_\_\_. Such amount has been deposited in a special fund to be held and maintained by the Custodian and Disbursing Agent in the name of the District (the "Costs of Issuance Fund").

Section 5.02. No Investment. The Custodian and Disbursing Agent shall hold monies in the Costs of Issuance Fund in cash uninvested.

Section 5.03. Payment of Costs of Issuance. The Custodian and Disbursing Agent will pay costs of issuance of the Bonds as directed by the District from time to time via a written requisition of the District stating the person to whom payment is to be made, the amount to be paid, that such payment is proper charge against said fund and that payment for such charge has not previously been made and that such payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such requisition and the Custodian and Disbursing Agent shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the payment instructions or the authority under which they were given.

Section 5.04. Transfer of Remaining Amounts. Any balances remaining in the Costs of Issuance Fund (including any earnings) on June 12, 2020 or upon the earlier written order of the District, will be transferred to the Treasurer-Tax Collector for deposit in the Interest and Sinking Fund maintained for the District and the Costs of Issuance Fund shall be closed.



Section 5.05. Limited Liability. The liability of the Custodian and Disbursing Agent as custodian and disbursing agent is limited to the duties listed above. The Custodian and Disbursing Agent in such capacity will not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion of power conferred upon it by this Agreement.

## ARTICLE SIX

### THE PAYING AGENT

Section 6.01. Duties of the Paying Agent. The Paying Agent undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the Paying Agent. The Paying Agent hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Paying Agent to function as Paying Agent and in its capacity as custodian and disbursing agent to use the funds deposited with it for payment of costs of issuance as set forth in Article V hereof.

Section 6.02. Reliance on Documents, Etc.

(a) The Paying Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Paying Agent by the District.

(b) The Paying Agent shall not be liable for any error of judgment made in good faith. The Paying Agent shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Paying Agent may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Paying Agent may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

(g) The Paying Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; terrorism; military disturbances; sabotage; epidemic; riots; interruptions; loss or malfunctions of utilities; computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that Paying Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(h) The Paying Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the District shall provide to the Paying Agent an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the District elects to give the Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Paying Agent in its discretion elects to act upon such instructions, the Paying Agent's understanding of such instructions shall be deemed controlling. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized instructions, and the risk or interception and misuse by third parties.

Section 6.03. Recitals of District. The recitals contained in the Bond Resolution and the Bonds shall be taken as the statements of the District, and the Paying Agent assumes no responsibility for their correctness.

Section 6.04. May Own Bonds. The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds.

Section 6.05. Money Held by the Paying Agent. Money held by the Paying Agent hereunder need not be segregated from other funds. The Paying Agent shall have no duties with respect to investment of funds deposited with it, except as expressly set forth herein, and shall be under no obligation to pay interest on any money received by it hereunder.

Any money deposited with or otherwise held by the Paying Agent for the payment of the principal of or interest on any Bond and remaining unclaimed for two years after such deposit will be paid by the Paying Agent to the District, and the District and the Paying Agent agree that the Registered Owner of such Bond shall thereafter look only to the District for payment thereof, and that all liability of the Paying Agent with respect to such moneys shall thereupon cease.

The Paying Agent shall furnish the District periodic cash transaction statements which include detail for all investment transactions effected by the Paying Agent or brokers selected by the District. Upon the District's election, such statements will be delivered via the Paying Agent's online service and upon electing such service, paper statements will be provided only upon request. The District waives the right to receive brokerage confirmations of security transactions effected by the Paying Agent as they occur, to the extent permitted by law. The District further understands that trade confirmations for securities transactions effected by the Paying Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

Section 6.06. Other Transactions. The Paying Agent may engage in or be interested in any financial or other transaction with the District.

Section 6.07. Interpleader. The District and the Paying Agent agree that the Paying Agent may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The District and the Paying Agent further agree that the Paying Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 6.08. Indemnification. To the extent permitted by law, the District shall indemnify the Paying Agent, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Paying Agent's acceptance or administration of the Paying Agent's duties hereunder in its capacities as Paying Agent, Registrar, Transfer Agent or Custodian or under the Bond Resolution (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the Paying Agent's

negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

## ARTICLE SEVEN

### MISCELLANEOUS PROVISIONS

Section 7.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 7.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 7.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the District or the Paying Agent shall be mailed or delivered to the District or the Paying Agent, respectively, at the following addresses, or such other address as may have been given by one party to the other by fifteen (15) days written notice.

If to the District:                      Antioch Unified School District  
510 G Street  
Antioch, CA 94509  
(925) 779-7500

If to the Paying Agent:                The Bank of New York Mellon Trust Company, N.A.  
Attn: Corporate Trust Department  
2001 Bryan Street, 10<sup>th</sup> Floor  
Dallas, TX 75201  
(214) 468-6145

Section 7.04. Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 7.05. Successors and Assigns. All covenants and agreements herein by the District and the Paying Agent shall bind their successors and assigns, whether so expressed or not.

Section 7.06. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 7.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 7.08. Entire Agreement. This Agreement and the Bond Resolution constitute the entire agreement between the parties hereto relative to the Paying Agent acting in the capacities as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds.

Section 7.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 7.10. Term and Termination. This Agreement shall be effective from and after its date and until the Paying Agent resigns or is removed in accordance with the Bond Resolution; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Paying Agent hereunder.

The Paying Agent may resign at any time by giving written notice thereof to the District. If the Paying Agent shall resign, be removed or become incapable of acting, the District shall promptly appoint a successor Paying Agent and Bond Registrar. If an instrument of acceptance by a successor Paying Agent and Bond Registrar shall not have been delivered to the Paying Agent within thirty 30 days after the Paying Agent gives notice of resignation, the Paying Agent may petition any court of competent jurisdiction at the expense of the District for the appointment of a successor Paying Agent and Bond Registrar. In the event of resignation or removal of the Paying Agent as Paying Agent and Bond Registrar, upon the written request of the District and upon payment of all amounts owing to the Paying Agent hereunder the Paying Agent shall deliver to the District or its designee all funds and unauthenticated Bonds, and a copy of the Bond Register. The provisions of Section 2.02 and Section 6.08 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 7.11. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

Section 7.12. Documents to be Filed with Paying Agent. The District shall file with the Paying Agent the following documents: (a) a certified copy of the Bond Resolution and a specimen Bond; (b) a copy of the opinion of bond counsel provided to the District in connection with the issuance of the Bonds; and (c) a District Request containing written instructions to the Paying Agent with respect to the issuance and delivery of the Bonds, including the name of the Registered Owners and the denominations of the Bonds.

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

ANTIOCH UNIFIED SCHOOL DISTRICT  
  
By \_\_\_\_\_  
Stephanie Anello,  
Superintendent

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Paying Agent  
  
By \_\_\_\_\_  
Authorized Officer

**EXHIBIT A**  
**DEBT SERVICE SCHEDULE**

| <u>Interest<br/>Payment Date</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u> |
|----------------------------------|------------------|-----------------|--------------|
|----------------------------------|------------------|-----------------|--------------|

## EXHIBIT D TO RESOLUTION

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the ANTIOCH UNIFIED SCHOOL DISTRICT (the "District") in connection with the issuance by the District of its \$\_\_\_\_\_ Antioch Unified School District (Contra Costa County, California), School Facilities Improvement District No. 1, General Obligation Bonds, Election of 2008, Series E (2020) (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Board of Education of the District on January 22, 2020 (the "Resolution"). The District covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth above and, in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings:

*"Annual Report"* means any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

*"Annual Report Date"* means March 31 after the end of the District's fiscal year.

*"Dissemination Agent"* shall mean, initially, Backstrom McCarley Berry & Co., LLC, or any successor Dissemination Agent designed in writing by the District and which has been filed with the then current Dissemination Agent a written acceptance of such designation.

*"Fiscal Year"* means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve-month period selected and designated by the District as its official fiscal year period under a Certificate of the District filed with the Trustee.

*"Improvement District"* means School Facilities Improvement District No. 1 duly formed by the District pursuant to section 15320 et seq. of the California Education Code.

*"MSRB"* means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

*"Official Statement"* means the final official statement executed by the District in connection with the issuance of the Bonds.

*"Participating Underwriter"* means the original underwriter of the Bonds.

*"Rule"* means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

*"Significant Events"* means any of the events listed in Section 5(a) of this Disclosure Certificate.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2020, with the report for fiscal year 2018-19 provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements

of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Significant Event under Section 5(c). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the District hereunder. Filing of the Official Statement with EMMA shall satisfy the 2020 filing requirement.

(b) If the District does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the District in a timely manner shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

(a) The District's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or prior to the annual filing deadline for Annual Reports provided for in Section 3 above, financial information and operating data with respect to the District for preceding fiscal year, substantially similar to that provided in the Official Statement, as follows:

- (i) Assessed valuation of taxable properties in the Improvement District for the most recently completed fiscal year;
- (ii) Assessed valuation of taxable properties of the top twenty taxpayers in the Improvement District for the most recently completed fiscal year;
- (iii) If the District's general obligation bond levy is no longer included in the Contra Costa County Teeter Plan, property tax collection delinquencies for the Improvement District, for the most recent completed fiscal year if available from Contra Costa County at the time of filing of the Annual Report; and
- (iv) Such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the District shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following Significant Events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (vii) Modifications to rights of security holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the securities, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the District or other obligated person;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the District or an obligated person, or the sale of all or substantially all of the assets of the District or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) The incurrence of a financial obligation of the District or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District or other obligated person, any of which affect security holders, if material; or



(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District or other obligated person, any of which reflect financial difficulties.

(b) Whenever the District obtains knowledge of the occurrence of a Significant Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Significant Event. Notwithstanding the foregoing, notice of Significant Events described in subsection (a)(viii) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Indenture.

(c) The District acknowledges that the events described in subparagraphs (a)(ii), (a)(vii), (a)(viii) (if the event is a bond call), (a)(x), (a)(xiii), (a)(xiv) and (a)(xv) of this Section 5 contain the qualifier "if material." The District shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that the District determines the event's occurrence is material for purposes of U.S. federal securities law. The District intends that the words used in paragraphs (xv) and (xvi) and the definition of "financial obligation" to have the meanings ascribed thereto in SEC Release No. 34-83885 (September 20, 2018) and/or any further guidance or releases provided by the SEC.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Significant Event under Section 5(b).

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the District.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

The Dissemination Agent shall not be obligated to enter into any amendment increasing or affecting its duties or obligations hereunder.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Significant Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Significant Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Significant Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Significant Event.

Section 11. Default. If the District fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. (a) Article VIII of the Indenture is hereby made applicable to this Disclosure Certificate as if this Disclosure Certificate were (solely for this purpose) contained in the Indenture. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee thereunder. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the District hereunder and shall not be deemed to be acting in any fiduciary capacity for the District, the Bond holders or any other party. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and the owners and Beneficial Owners from time to time of the Bonds and shall create no rights in any other person or entity.

Date: March 12, 2020

ANTIOCH UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Stephanie Anello,  
Superintendent

ACKNOWLEDGED:

BACKSTROM MCCARLEY BERRY & CO., LLC,  
as Dissemination Agent

By \_\_\_\_\_  
Authorized Signatory

EXHIBIT A

NOTICE TO EMMA OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Antioch Unified School District

Name of Issue: \$\_\_\_\_\_ Antioch Unified School District (Contra Costa County, California),  
School Facilities Improvement District No. 1, General Obligation Bonds, Election  
of 2008, Series E (2020)

Date of Issuance: March 12, 2020

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated March 12, 2020, furnished by the Issuer in connection with the Issue. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

BACKSTROM MCCARLEY BERRY & CO., LLC,  
Dissemination Agent

By \_\_\_\_\_  
Authorized Officer

cc: Paying Agent



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: February 11, 2020

Subject: Approve New and Recredentialing Providers in Contra Costa Health Plan's Community Provider Network

---

**RECOMMENDATION(S):**

Approve the list of providers recommended by Contra Costa Health Plan's Peer Review and Credentialing Committee on January 14, 2020, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

**FISCAL IMPACT:**

There is no fiscal impact for this action.

**BACKGROUND:**

The National Committee on Quality Assurance (NCQA) requires that evidence of Board Approval must be contained within each CCHP provider's credentials file. Approval of this list of providers as recommended by the CCHP Peer Review and Credentialing Committee will enable Contra Costa Health Plan to comply with this requirement.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Sharron Mackey,  
925-313-6104

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

By: , Deputy

cc: Heather Wong, Marcy Wilhelm

ATTACHMENTS

Provider List

**Contra Costa Health Plan**  
**Providers Approved by Peer Review and Credentialing Committee**  
**January 14, 2020**

| <b>CREDENTIALING PROVIDERS JANUARY 2020</b> |                               |
|---|-------------------------------|
| <b>Name</b>                                 | <b>Specialty</b>              |
| Ani, Michael, BCBA                          | Qualified Autism Provider     |
| Bauman, Loren, PA                           | Mid-Level Urgent Care         |
| Chirla, Suguna, MD                          | Medical Oncology              |
| Dawson, Sikwayi, MS, RBT                    | Qualified Autism Provider     |
| Holman, Herbert, MD                         | Dermatology                   |
| Klara, Erika, MFT                           | Mental Health Services        |
| Kwak, Jason, PsyD, BCBA-D                   | Qualified Autism Provider     |
| Leeman, Damara, RD                          | Dietitian/Diabetes Educator   |
| McEntee, Rebecca, MD                        | Primary Care Family Medicine  |
| Nguyen, Nghia, BCBA                         | Qualified Autism Provider     |
| Oja, Kimberly, NP                           | Mid-Level Urology             |
| Radosevich, Jeana, MD                       | Primary Care Family Medicine  |
| Ramirez, Lizbeth, BA, RBT                   | Qualified Autism Professional |
| Razon, Na'amah, MD                          | Family Planning               |
| Sousa Hull, Debbie, RD                      | Dietitian/Diabetes Educator   |
| Verret, Jasmine, NP                         | Mid-Level Family Planning     |

| <b>CREDENTIALING ORGANIZATIONAL PROVIDER<br/>JANUARY 2020</b> |   |                 |
|---|---|-----------------|
| <b>Provider Name</b>  | <b>Provide the Following<br/>Services</b> | <b>Location</b> |
| DaVita - San Ramon Valley Home<br>Training                    | Dialysis Center                           | Danville        |

| <b>RE-CREDENTIALING PROVIDERS JANUARY 2020</b> |  |
|--|--|
| <b>Name</b>                                    | <b>Specialty</b>                         |
| Anson, Ryan, NP                                | Mid-Level<br>Infectious Disease/HIV/AIDS |
| Arieta, Iliia, PTA                             | Physical Therapy                         |
| Arieta, Joan, DPT                              | Physical Therapy                         |
| Auza, Michael, MD                              | Psychiatry                               |
| Blair, Sloane, NP                              | Primary Care Pediatrician                |
| Brown, Brandon, PT                             | Physical Therapy                         |
| Chang, Ruby, MD                                | Radiology                                |
| Chow, Diane, DPM                               | Podiatry                                 |

| <b>RECREREDENTIALING PROVIDERS JANUARY 2020</b> |                                  |
|---|----------------------------------|
| <b>Name</b>                                     | <b>Specialty</b>                 |
| Crompton, Amanda, OT                            | Occupational Therapy             |
| Dixit, Rashmi, MD                               | Rheumatology                     |
| Fuller, Eric, DPM                               | Podiatry                         |
| Gharagozlou, Parham, MD                         | Internal Medicine/Sleep Medicine |
| Gluckstein, Lawrence, MD                        | Anesthesiology                   |
| Iannaccone, Alan, DC                            | Chiropractic Medicine            |
| Iqbal, Javed, MD                                | Psychiatry                       |
| Kao, Susan, MD                                  | Hematology/ Oncology             |
| Khan, Junaid, MD                                | Surgery – Cardiothoracic         |
| Kim, Edward T., MD                              | Nephrology                       |
| Kim, Kenneth, MD                                | Pain Medicine                    |
| Knadle, Julie, PT                               | Physical Therapy                 |
| Lanflisi, Robert, MD                            | Surgery – General                |
| Loeb, John, MD                                  | Rheumatology                     |
| Maganti, Kalyani, MD                            | Gastroenterology                 |
| Marine, Mary, IBCLC                             | Lactation Consultant             |
| Nathwani, Dharni, DPT                           | Physical Therapy                 |
| Nelles, David, MD                               | Surgery – Orthopaedic            |
| Nguyen, Kim, MD                                 | Primary Care Internal Medicine   |
| Ogata, Wayne, OD                                | Optometry                        |
| Padula, Anthony, MD                             | Rheumatology                     |
| Pazooki, Amanda, DPT                            | Physical Therapy                 |
| Samuel, Allana, IBCLC                           | Lactation Consultant             |
| Stanten, Russell, MD                            | Surgery – Cardiothoracic         |
| Sun, Xingbo, DPM                                | Podiatry                         |
| Tia, Betty, BCBA                                | Qualified Autism Provider        |
| Ting, T. Daniel, MD                             | Ophthalmology                    |
| Traynor, Jeffrey, MD                            | Perinatology                     |
| Won, Rosa, MD                                   | Perinatology                     |
| Wu, David W., MD                                | Rheumatology                     |
| Zuberi, Maria, MFT                              | Mental Health Services           |



| <b>RECREREDENTIALING ORGANIZATIONAL PROVIDERS<br/>JANUARY 2020</b>                                  |   |                 |
|---|---|-----------------|
| <b>Provider Name</b>  | <b>Provide the Following<br/>Services</b> | <b>Location</b> |
| 1125 Sir Francis Drake Boulevard<br>Operating Company, LLC dba:<br>Kentfield Hospital San Francisco | Long-Term Acute Care<br>Hospital          | San Francisco   |
| Solnus Four, LLC<br>dba: San Pablo Healthcare &<br>Wellness Center                                  | Skilled Nursing Facility                  | San Pablo       |

bopl-January 14, 2020



Contra  
Costa  
County

To: Board of Supervisors  
From: Jody London, Sustainability Coordinator  
Date: February 11, 2020

Subject: AUTHORIZE the Director, Conservation and Development, to sign Letter of Intent for County participation in the CALeVIP program.

---

**RECOMMENDATION(S):**

AUTHORIZE the Conservation and Development Director to sign Letter of Intent for County participation with MCE, Contra Costa Transportation Authority, and other partners in the California Electric Vehicle Infrastructure Project (CALeVIP).

**FISCAL IMPACT:**

NA

**BACKGROUND:**

In 2018, the County worked with the Contra Costa Transportation Authority (CCTA) to receive a grant from the California Energy Commission (CEC) to develop an Electric Vehicle Readiness Blueprint. The Blueprint was completed in July 2019 and adopted by the CCTA Board. The Blueprint provides CCTA, County departments, and jurisdictions within the County data, best practices, and strategies to bring about a broad transition to electric vehicles across the County. It also includes reports on workforce development opportunities for mechanics and electricians to service, install, and maintain electric vehicles and associated infrastructure.

The CEC administers CALeVIP, which is focused on building out electric vehicle (EV) infrastructure across the state. The CEC matches local contributions, at a ratio

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **02/11/2020**  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: February 11, 2020

Contact: Jody London,  
925-674-7871

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

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

of a minimum of one-to-one. CALeVIP funds can be used to install infrastructure for Level 2 chargers and Direct Current Fast Chargers (DCFC). The program provides incentives for chargers located in disadvantaged communities. Level 2 chargers can serve private fleets or the general public. DCFCs must be available to the public. Up to 7 percent of funds can be used for customer outreach and education. The CEC estimates that \$11.5 million would fund 50% of the gap in Level 2 charging facilities in Contra Costa County and 30% of the gap in DCFCs.

To date the CEC has authorized active projects with incentives totaling \$73.5 million. (See Attachment A.) This year San Mateo and Santa Clara Counties will begin receiving \$60 million over four years through CALeVIP. (See Attachment B.) Sonoma and Mendocino Counties this year will launch a program that will receive \$6.75 million over three years. The CEC expects to have up to \$200 million in future funding for CALeVIP. CALeVIP requires each participating group to provide matching funds.

MCE is interested in pursuing CALeVIP for its jurisdiction (cities and county governments in the counties of Marin, Napa, Solano, and Contra Costa). In a report to the MCE Board of Directors on November 21, 2019, MCE reported that \$30 million is expected to be available through CALeVIP for program year 2021, and that 3-4 proposals will be accepted. The three factors that will influence which proposals are selected will be a technical analysis of infrastructure needs (50%), partnerships and funding match (25%), and compliance with AB 1236, a streamlined EV permitting requirement (25%). The Board of Supervisors in December 2019 approved an ordinance to comply with AB 1236. The MCE staff report is included as Attachment C.

MCE is approaching potential partners across its service territory to ascertain their interest in participating in CALeVIP, and their ability to provide matching funds. These potential partners include transit agencies, the Bay Area Air Quality Management District, and countywide government entities. The MCE Board on November 21 agreed to provide \$5.5 million in matching funds over four years for its entire service territory. \$2.8 million of that amount would be directed to EV charger installations in Contra Costa County. CCTA has authorized participation in the program and has made a commitment of \$300,000 over four years in matching funds. The CCTA staff report to the CCTA Planning Committee is included as Attachment D.

MCE is asking potential partners to sign a letter of intent that it will submit to the CEC before February 14.

The Sustainability Committee discussed its interest in participating in CALeVIP at its December 9, 2019 meeting. A key topic of discussion was the requested financial commitment. The Committee voted to recommend the Board of Supervisors endorse County participation with MCE in the CALeVIP application, acknowledging that a funding source for a County match is not immediately available. Since that time, MCE has dropped a request for the County to provide matching funds.

## CONSEQUENCE OF NEGATIVE ACTION:

Failure to authorize County participation in the Letter of Intent removes the option for the County to bring in resources that can help build out infrastructure to support more electric vehicles.

## CHILDREN'S IMPACT STATEMENT:

Replacing internal combustion engines with electric vehicles will improve air quality in Contra Costa County, thereby improving health outcomes for all residents, particularly children, who are more vulnerable to asthma and other impacts of air pollution.

## ATTACHMENTS

Letter of Intent

Attachment A: CALeVIP Projects Funded Through 2019

Attachment B: CALeVIP Project in San Mateo and Santa Clara Counties

Attachment C: MCE Staff Presentation re CALeVIP

Attachment D: CCTA Staff Report to Planning Committee re CALeVIP

February 12, 2020

Brian Fauble  
California Energy Commission  
1516 Ninth Street  
Sacramento, CA 95814

**Subject: California Electric Vehicle Infrastructure Project (CALeVIP)**

Mr. Fauble,

MCE, in partnership with the following government entities and agencies, is pleased to submit this Letter of Intent to work with the California Energy Commission (CEC) and the CALeVIP implementer, Center for Sustainable Energy (CSE), throughout February 2020 – June 2020 to develop an innovative and impactful EV charging program across our 4 county region. MCE and the partners listed below propose to jointly deploy 2,563 Level 2 ports and 153 DC Fast Charging ports over a 4-year regional electric vehicle infrastructure incentive project, under the CALeVIP program, for the counties of Contra Costa, Marin, Solano, and Napa starting in 2021:

- Contra Costa County
- Contra Costa Transit Authority (CCTA)
- County of Marin
- Transportation Authority of Marin (TAM)
- Solano County
- Solano Transportation Authority (STA)
- Napa County
- Napa Valley Transportation Authority (NVTA)
- Bay Area Air Quality Management District (BAAQMD)

Specifically, MCE and partner representatives (collectively known as Joint Agencies) will collaborate with the CEC, CSE, and regional stakeholders on the development of a funding agreement consistent with each organizations' governing board direction and approval. The parties plan to incorporate the following elements in the funding agreement:

- \$5,200,000 funding - or \$1,300,000 per year - commitment from MCE, subject to Board approval;
- \$320,000 funding – or \$80,000 per year – commitment from TAM, subject to Board approval;

- \$300,000 funding – or \$75,000 per year - commitment from CCTA, subject to Board approval;
- Layering of Transportation Funds for Clean Air managed by BAAQMD for projects installed across their jurisdiction;
- Contributing staff time, marketing, and planning resources as in-kind commitments by the Joint Agencies;
- Funding commitment from the CEC for EV charging infrastructure to meet the CEC’s EV Infrastructure Projection Tool (EVI-Pro) projected estimates of EV charging infrastructure needs for 2025; and
- Should Joint Agencies be selected for a CALeVIP project for Contra Costa, Marin, Solano, and Napa counties, MCE will target its March 19, 2020 governing board meeting for consideration of the aforementioned funding agreement, so that CEC may rely upon the MCE commitment in finalizing the 2021 CALeVIP project roadmap. All parties would then establish roles and responsibilities of all those involved across the Joint Agencies, CSE, and CEC and would determine timing and purpose of funds.

### **Project Abstract**

The CALeVIP offers incentives for the purchase and installation of electric vehicle charging infrastructure at publicly accessible sites throughout California. CALeVIP works with local partners to develop and implement EV charger incentive projects that meet regional needs for Level 2 and DC fast chargers.

The goal of the 4-year project proposed<sup>1</sup> by the Joint Agencies is a regional EV charger incentive project that installs 2,563 Level 2 ports and 153 DC Fast Charging ports for the residents of Contra Costa, Marin, Solano, and Napa counties. At least 25% of L2 and DCFC ports will be installed in DAC and low-income communities. Our proposal also seeks substantially more charging at multi-family housing and eliminates the regional pockets, predominantly in rural areas, where no public EV charging is available.

---

<sup>1</sup> The Joint Agencies proposal includes a secondary option for the CEC to consider a project only in Contra Costa, Solano, and Napa counties for Program Year 2021. In this option, MCE would reduce the first year of our CALeVIP contribution by \$475,000 to self-fund Marin County for 2021 and re-apply with our partners in Marin County for CALeVIP in Program Year 2022. We added a secondary option since there are two “high need” Counties, as stated by EVI-pro, within MCE’s service area and we understand the reality of limited CEC funding to disperse across California for the 2021 Program Year. Contra Costa County has a higher need and thus given a higher priority under the CEC’s funding determination. By comparison, Napa and Solano counties have a “lower need” and thus would be easier to bundle into a proposal without too much additional funding.

## **Historical Electric Vehicle Deployment Efforts**

Contra Costa, Marin, Solano, and Napa counties are prime locations to implement a regional CALeVIP project. More than 40% of the region's greenhouse gas emissions come from transportation<sup>2</sup>, and, thanks to highly successful EV & charging incentive programs initiated by MCE and its partners, the region also has a disproportionate number of EVs registered – especially in Contra Costa and Marin counties - compared to the publicly available infrastructure.

The CEC's EVI-Pro shows a significant need for charging infrastructure in the region by 2025 to meet the Governor's goal of 5 million EVs on California roads by 2030.

### **MCE**

For the past three years, MCE has offered transportation electrification programs and engagement campaigns resulting in:

- 252 Level 2 ports installed for workplaces and multi-family housing;
- 514 Level 2 ports under planning or construction for workplaces and multi-family housing;
- 100 EV rebates dedicated for income qualified customer;
- 46 residential customers enrolling in a smart charging pilot with the goal of shifting demand to off-peak periods; and
- a multi-agency behavior change marketing campaign (*Drive Clean Bay Area*) that launched in September 2019 engaging over 10,000 residential, commercial and industrial customers through existing community events, tailored events for schools and workplaces, digital marketing, and a group EV purchase.

MCE is also working with its 33 member cities and counties to comply with AB 1236 (2015) to drive EV-friendly permitting standards and reach codes. Most recently, AB 1236 was a focal point of MCE's annual Board retreat in September 2019 to achieve buy-in of local elected officials. Continued engagement with those officials has moved the topic to Council meetings. MCE also identifies unique ways we can add value without duplicating efforts. One recent example is the *MCEv Car Share Program*, which was created in response to feedback from multi-family property owners, managers, and tenants that, in addition to infrastructure constraints, split incentives across multi-family stakeholders severely limit EV adoption. This EV car sharing pilot will focus on multi-family and low-income communities to create access to EVs where significant market barriers have prevented adoption at the same rate as the broader community.

---

<sup>2</sup> BAAQMD 2017 Clean Air Plan. p. 84. [http://www.baaqmd.gov/~media/files/planning-and-research/plans/2017-clean-air-plan/attachment-a\\_-\\_proposed-final-cap-vol-1-pdf.pdf?la=en](http://www.baaqmd.gov/~media/files/planning-and-research/plans/2017-clean-air-plan/attachment-a_-_proposed-final-cap-vol-1-pdf.pdf?la=en)

## **Contra Costa County and CCTA**

CCTA and Contra Costa County in July 2019 completed an Electric Vehicle Readiness Blueprint (EV Blueprint) for Contra Costa County, through a planning grant from the CEC. The Blueprint identifies the best locations for charging infrastructure; provides resources for jurisdictions to adopt development standards and ordinances that encourage EV adoption; prepares the workforce of the future to maintain EVs and the charging infrastructure; and identifies where improvements to the electricity distribution infrastructure are necessary to support electric ready mobility hubs and zero emission bus fleets operated by our public transit operators.

CCTA has, for the past several years, financially supported the installation of EV charging stations through its 511 Contra Costa program funded by both County Program Manager Transportation Fund for Clean Air and Measure J - a voter approved transportation sales tax which went into effect in April 2009. Since that time CCTA has contributed funding to the installation of 62 number of Level 2 charging ports throughout the County including providing matching funds to support a Bay Area Air Quality Management District Charge grant to the Contra Costa Community College District to install chargers throughout four campuses in Contra Costa County.

In July 2019, the CCTA Board adopted the first Contra Costa Electric Vehicle Readiness Blueprint. The development was possible due to funding received by the California Energy Commission and resulted in a comprehensive document to advance EV adoption across the county and inform public decisions on investment in EV infrastructure. The Blueprint has positioned CCTA to compete for fund opportunities for EVSE by identifying need and prioritizing areas throughout the county for investment. The Blueprint also provides a best practices toolbox for our local cities and county to use for developing and adopting ordinances and policies to advance EV deployment in their jurisdiction.

## **County of Marin and TAM**

Since 2011, the County of Marin has worked to build out EV charging station infrastructure at County owned facilities. The County of Marin has worked with partners at the state, local and federal level to identify funding opportunities in order to leverage its own funding and maximize the number of charging ports installed. Since 2011, the County of Marin has installed 45 publicly available Level 2 ports and 20 Level 2 ports for the County's fleet. Additionally, the County of Marin, in partnership with PG&E's EV Charge Network program, has an additional 22 public Level 2 ports under construction with completion expected by the first week of January 2020. This will bring the County's total to 67 publicly available Level 2 ports at seven county facilities across Marin.



Since 2011, The Transportation Authority of Marin (TAM) has provided dedicated funding for Alternative Fuel promotion and public agency rebate programs. TAM currently provides a Public Agency EV fleet rebate and Public Agency EV charger rebate program, as well as public outreach efforts to encourage cleaner transportation choices. To date, TAM has helped fund 138 Level 2 charging ports in Marin County and is on track to deliver 205 more Level 2 charging ports in the coming months. TAM also funded Marin Transit's purchase of two electric buses that are being route tested throughout the County.

### **Solano County and STA**

In 2018, the Solano Transportation Authority (STA) was awarded a grant by the California Energy Commission to implement the Solano Electric Vehicle Transition Program. The direct product of this funding was the Solano Transition Program Plan, which would guide the implementation of the Solano EV Transition program. The objective of the program is to implement solutions to improve Solano County's readiness to deploy electric vehicles (EV). The program is designed to create a regional guidance tailored to Solano County, based on regional conditions, and implement a variety of steps to improve the county's EV readiness. The program has the following high-level goals:

- Develop and implement a streamlined permitting and inspection process for charging infrastructure;
- Develop a harmonized charging infrastructure installation process;
- Develop a Solano-specific charging infrastructure siting plan;
- Deploy trailblazer signs in the county;
- Conduct electric vehicle awareness activities;
- Provide training to local governments related to building codes; and
- Provide STA with the tools it needs to continue their work supporting electric mobility once the project is completed.

Since the plan's completion, the STA funded EV infrastructure projects in the City of Vallejo (8 publicly accessible Level 2 ports) and Suisun City (6 publicly accessible Level 2 ports) – STA will continue prioritizing and funding EV infrastructure projects through CALeVIP.

### **Napa County and NVTA**

Napa Valley Transportation Authority's (NVTA) transportation electrification work has largely focused on the Vine transit system. NVTA was an early adopter and purchased 12 hybrid-electric buses in 2010. NVTA also purchased and installed 4 electric vehicle charging stations for public use, two are located at the Soscol Gateway Transit Center and two at the Redwood Park and Ride in the City of Napa.

NVTA is in the process of purchasing 5 fully electric buses that will be delivered in 2021. NVTA will also purchase 5 DC Fast Charging stations to charge the electric buses. NVTA is building a new bus maintenance facility that is scheduled to break ground in 2020 and will be installing 5 electric vehicle charging stations with each equipped with two ports, for the ability to charge up to 10 vehicles. These charging stations will be accessible to the public.

Napa County is adding EV charging infrastructure at County owned facilities. The County added one dual port charger to the Fifth Street garage in 2016 and is in the process of adding 18 ports (7 dual chargers and four single chargers) at the County's South Campus in 2020. For that project, the County is receiving support from PG&E and MCE. Two single port stations were also added at the County's Fleet Facility in 2019.

### **BAAQMD**

BAAQMD currently offers its Charge! EV infrastructure and Clean Fleets vehicle incentive programs to increase EV adoption throughout the San Francisco Bay Area. The Charge! Program provides funding to purchase and install new publicly available charging stations, including Level 1, Level 2 and DC fast chargers. Since 2016, the Charge! Program has supported the installation of over 1,990 publicly accessible Level 2 charging ports and 57 publicly accessible DC Fast charging stations in the nine-county Bay Area region.

All told, these efforts collectively fall short of reaching the 2025 charging infrastructure needs projected by EVI-Pro. Additional incentives from the CALeVIP would leverage the efforts underway and provide the necessary boost to help achieve this goal.

## **Project Success Support**

### **Permitting**

To address existing permitting barriers, MCE has conducted outreach to city/county permitting offices and elected officials across the region to help update permit streamlining and inspection processes through compliance with AB 1236. MCE is sharing best practices across the 33 jurisdictions in its service area, as well as connecting county and city staff to the Governor's Office of Business and Economic Development that's now coordinating these efforts state-wide.

### **Mapping Tools**

To further support charger installation, MCE can leverage access to several grid mapping tools to help participants and developers identify eligible charging sites. PG&E's Interactive DC Fast Charger Siting Map identified DCFC sites where PG&E expects an unmet need for fast charging locations by 2025, while the Solar Photovoltaic and Renewable Auction Mechanism (PV RAM) project map shows the capacity size of transmission and distribution lines (feeders) and substations. The Grid Assessor tool, which builds off the PV RAM map, will help estimate any potential interconnection cost. While not responsible for distribution level planning, MCE wants to ensure EV chargers across our service area are taking advantage of locations where there is a high need for charging and available capacity to reduce project cost and time to install.

### **Implementation Track Record**

The Joint Agencies have a demonstrated commitment to the deployment of EVs throughout its communities in meeting its mission of reducing energy related greenhouse gas emissions and other pollutants. We have a successful track record of running EV infrastructure programs, planning, and have years of experience in grant administration, both with EV infrastructure and other types of grants. Additionally, the Joint Agencies have a history of collaboration, and would efficiently and effectively develop, initiate, and manage a regional CALeVIP project. Recent examples of this collaboration include:

- Joint Agencies are active on BAAQMD's EV Coordinating Council;
- CCTA, Contra Costa County, and MCE - among others - on the Steering Committee to complete County's EV Readiness Plan;
- TAM and MCE aligning requirements on their respective incentive programs to ensure better alignment and stackability; and
- BAAQMD and MCE doing joint outreach to engage the 4-County region in this proposal on EV incentives for income qualified residents.

Notwithstanding these efforts and the funding commitment from the Joint Agencies, it will be extremely difficult to meet the Governor's goal of 5 million EVs on California roads without additional incentives from CALeVIP. Should the Joint Agencies receive this additional funding support, we are prepared to act immediately to initiate the project. Thank you for your time and consideration of this project.

Sincerely,

MCE, Dawn Weisz, CEO

Contra Costa County

CCTA, Randell H. Iwasaki, Executive Director

Marin County, Matthew Hymel, County Administrator

TAM, Anne Richman, Executive Director

Solano County, Birgitta E. Corsello, County Administrator

STA, Daryl Halls, Executive Director

Napa County, Steve Lederer, Public Works Director

NVTA, Kate Miller, Executive Director

BAAQMD, Derrick Tang, Acting Technology Implementation Officer, Bay Area Air Quality Management District

## **Organizational Descriptions:**

MCE launched in 2010 as the first Community Choice Aggregator (CCA) in California with a mission to address climate change by reducing energy related greenhouse gas emissions through renewable energy supply and energy efficiency at stable and competitive rates for customers while providing local economic and workforce benefits. MCE currently serves 470,000 customers across the four counties of Contra Costa, Marin, Napa and Solano. MCE is a California Joint Powers Authority governed by a Board of Directors with an elected official representing each city and county that it serves.

Contra Costa County is home to nearly 1.2 million residents, and was one of the original 27 counties established in California in 1850. Comprised of 19 cities and many established communities in the unincorporated area, it is the ninth most populous county in the state. Contra Costa County is home to agriculture and industry, and is where the Delta meets the Bay. Seven of the ten largest stationary pollution sources in the San Francisco Bay Area are located in Contra Costa County, according to the Bay Area Air Quality Management District. Highways 80 and 680 run through Contra Costa County. 25 census tracts in Contra Costa County are in the top 25 percent of the CalEnviroScreen assessment. It is important to the health of our residents that Contra Costa County convert our fleet to electric vehicles.

Contra Costa Transportation Authority (CCTA) is a public agency formed by Contra Costa voters in 1988 to manage the county's transportation sales tax program and oversee countywide transportation planning efforts. With a staff of twenty people managing a multi-billion-dollar suite of projects and programs, CCTA is responsible for planning, funding and delivering transportation infrastructure projects and programs throughout the County. CCTA also serves as the county's designated Congestion Management Agency, responsible for putting programs in place to manage traffic levels. More information about CCTA is available at [ccta.net](http://ccta.net).

Marin County has a total population of about 261,000 people and is comprised of the County and 11 cities and towns. While the County of Marin has a long history in taking steps to address climate change with the adoption of our first climate targets in 2002, Marin County has also long recognized the value of strong partnerships between local government agencies as no Marin jurisdiction has more than 70,000 residents, and half of the cities and towns in the County have a population below 10,000. To achieve the local emissions reductions needed to avert the worst impacts of climate change, Marin formed the Marin Climate and Energy Partnership (MCEP) in 2007 to bring together staff from Marin's local governments and public utilities.

Transportation Authority of Marin (TAM) is dedicated to making the most of Marin County transportation dollars and creating an efficient and effective transportation

system that promotes mobility and accessibility by providing a variety of high-quality transportation options to all users. Its members – all 11 cities and towns, and all five members of the County Board of Supervisors – oversee TAMs role as congestion management agency and sales tax authority for Marin County.

Solano County is a growing community that reaps the benefits of its ideal location between the Bay Area and Sacramento. The blend of a thriving agricultural economy, supportive business community and pleasant lifestyle enhance the attraction of those who live, learn, work, and play here. The County limits residential and commercial development outside of its seven cities, thus preserving approximately 80 percent of the land for open space or agricultural uses. Solano County's efforts to protect our climate in reducing local emissions has been coupled by new economic efficiencies and opportunities.

Solano Transportation Authority (STA) was created in 1990 through a Joint Powers Agreement between the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, Vallejo and the County of Solano to serve as the Congestion Management Agency for Solano. As the Congestion Management Agency (CMA) for the Solano area, the STA partners with various transportation and planning agencies, such as the Metropolitan Transportation Commission (MTC) and Caltrans District 4. The STA is responsible for countywide transportation planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities. The STA uses an open and inclusive public involvement process through various committees made up of local elected officials, public works directors, transit operators, and interested citizens.

Napa County is one of nine counties located in the San Francisco Bay Area. The County consists of approximately 793 square miles. As of the 2010 census, the population was 136,484. Napa County is known worldwide as a premier wine grape region. The County is dominated by vineyards and open space, with few developed communities in the unincorporated areas. There are four incorporated cities and one town. The primary land use of unincorporated Napa County is agriculture. On January 15, 2019 the Board of Supervisor unanimously approved the 2019-2022 Strategic Plan. One of the five pillars is a Vibrant and Sustainable Environment and one of the strategic actions is to: Increase the number of electric vehicle charging stations in the 5th Street Garage and at the South Campus to encourage the use of more electric vehicles.

Napa Valley Transit Authority (NVTA) serves as the County Transportation Agency (CTA) for Napa County, responsible for programming state and federal transportation funds to local projects. A Joint Powers Authority (JPA), NVTA handles the county's long-range regional transportation planning, working closely with the local, regional and federal partners to improve Napa County's streets, highways, and bicycle and

pedestrian facilities. NVRTA also manages the Vine Transit system that serves over 1 million passengers each year, providing local fixed route service in Napa, on-demand door-to-door paratransit service and local community shuttles. NVRTA also operates the regional express routes that make connections to Vallejo Ferry Terminal, Suisun Capitol Corridor Amtrak, and El Cerrito Del Norte BART station.

Bay Area Air Quality Management District (BAAQMD) aims to create a healthy breathing environment for every Bay Area resident while protecting and improving public health, air quality, and the global climate. Through incentives and partnerships, the Air District aims to establish the Bay Area as a leading area for emissions reductions in mobile sources, land-use planning, innovative technology, and energy.

# CALeVIP Background - Projects

| Incentive Project            | Launch Date                | Counties   | Funding         | Technologies                  |
|------------------------------|----------------------------|--|-----------------|-------------------------------|
| <b>Fresno County</b>         | December 2017              | Fresno   | \$4 million     | Level 2                       |
| <b>Southern California</b>   | August 2018                | Los Angeles<br>Orange<br>Riverside<br>San Bernardino | \$29 million    | DC Fast Chargers              |
| <b>Sacramento County</b>     | April 2019                 | Sacramento   | \$15.5 million* | Level 2 &<br>DC fast chargers |
| <b>Northern California</b>   | May 2019                   | Shasta<br>Humboldt<br>Tehama                         | \$4 million     | Level 2 &<br>DC fast chargers |
| <b>Central Coast</b>         | Launching<br>October 2019  | Monterey<br>Santa Cruz<br>San Benito                 | \$7 million**   | Level 2 &<br>DC fast chargers |
| <b>San Joaquin Valley</b>    | Launching<br>December 2019 | San Joaquin<br>Kern<br>Fresno                        | \$14 million    | Level 2 &<br>DC fast chargers |
| <b>Total: \$73.5 million</b> |                            |  |                 |                               |

\*Includes SMUD's \$1.5 million investment that is in the process of being added.

\*\* Includes MBCP's \$1 million investment. MBCP is investing \$1M/year for 3 years.





Peninsula-Silicon Valley  
Incentive Project  
May 2020

# Proposed Funding

| County      | Region              | DCFC Funding | Level 2 Funding | Total Funding (2-4 years)* | At least 25% in DAC / Low Income |
|-------------|---------------------|--------------|-----------------|----------------------------|----------------------------------|
| San Mateo   | Entire County       | \$12M        | \$12M*          | \$24M*                     | No                               |
| Santa Clara | SVCE**              | \$6M         | \$6M*           | \$12M*                     | No                               |
| Santa Clara | City of San Jose    | \$7M         | \$7M*           | \$14M*                     | Yes                              |
| Santa Clara | City of Santa Clara | \$4M         | \$4M*           | \$8M*                      | Yes                              |
| Santa Clara | City of Palo Alto   | \$1M         | \$1M*           | \$2M*                      | No                               |
| Total:      |                     | \$30M        | \$30M*          | \$60M*                     |                                  |

\*Funding includes pending partnership pledges, subject to Board or Council consideration and approval, which would be added on a fiscal year basis. Funding from pending CCA partnerships (PCE, SVCE, SJCE) will only be available to their customers (Opt-ins)

\*\*Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Saratoga, Sunnyvale, Unincorporated Santa Clara County



# CALeVIP and MCE



# Agenda

1. Intro
2. Market Primer
3. CALeVIP Program
4. Options for MCE and our Member Communities

# Intro



CEC's CALeVIP addresses regional needs for EV charging infrastructure to meet the State's 2025 goals by providing \$30M/yr in grants & creating a community of practitioners to learn from each other.

# Market Primer



Veloz is an EV trade & marketing group with public, private, & non-profit representation

# EV Charging Levels & Use Case

## KNOW YOUR EV CHARGING STATIONS

### AC Level One



#### VOLTAGE

120v 1-Phase AC

#### AMPS

12–16 Amps

#### CHARGING LOADS

1.4 to 1.9 kW

#### CHARGE TIME FOR VEHICLE

3–5 Miles of Range Per Hour

### AC Level Two



#### VOLTAGE

208V or 240V 1-Phase AC

#### AMPS

12–80 Amps (Typ. 32 Amps)

#### CHARGING LOADS

2.5 to 19.2 kW (Typ. 7 kW)

#### CHARGE TIME FOR VEHICLE

10–20 Miles of Range Per Hour

### DC Fast Charge



#### VOLTAGE

208V or 480V 3-Phase AC

#### AMPS

<125 Amps (Typ. 60 Amps)

#### CHARGING LOADS

<90 kW (Typ. 50 kW)

#### CHARGE TIME FOR VEHICLE

80% Charge in 20–30 Minutes

# Barriers to EV Adoption still exist

1. Too Expensive – 51%
2. Unable to charge away from home – 48%
3. Unable to charge at home – 30%
4. Technology is not dependable – 28%
5. Not available in vehicle segment – 24%
6. Poor performance – 24%
7. Other – 17%

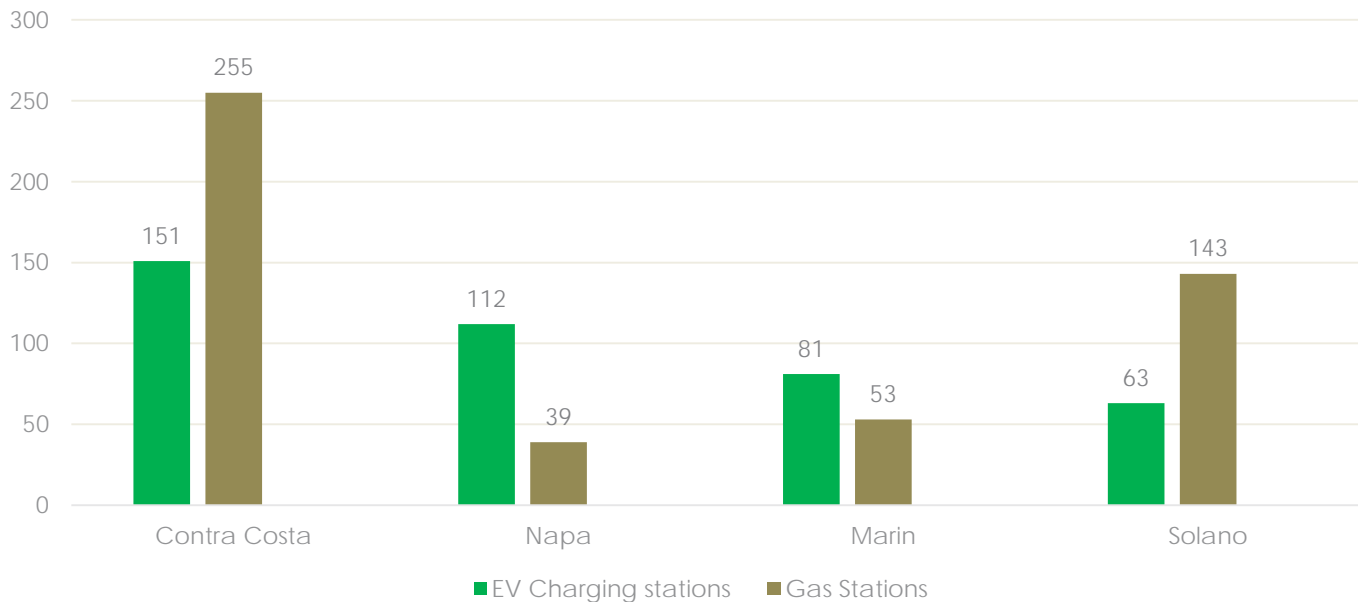
# Barriers to EV Adoption still exist

1. Too Expensive – 51%
- 2. Unable to charge away from home – 48%**
- 3. Unable to charge at home – 30%**
4. Technology is not dependable – 28%
5. Not available in vehicle segment – 24%
6. Poor performance – 24%
7. Other – 17%



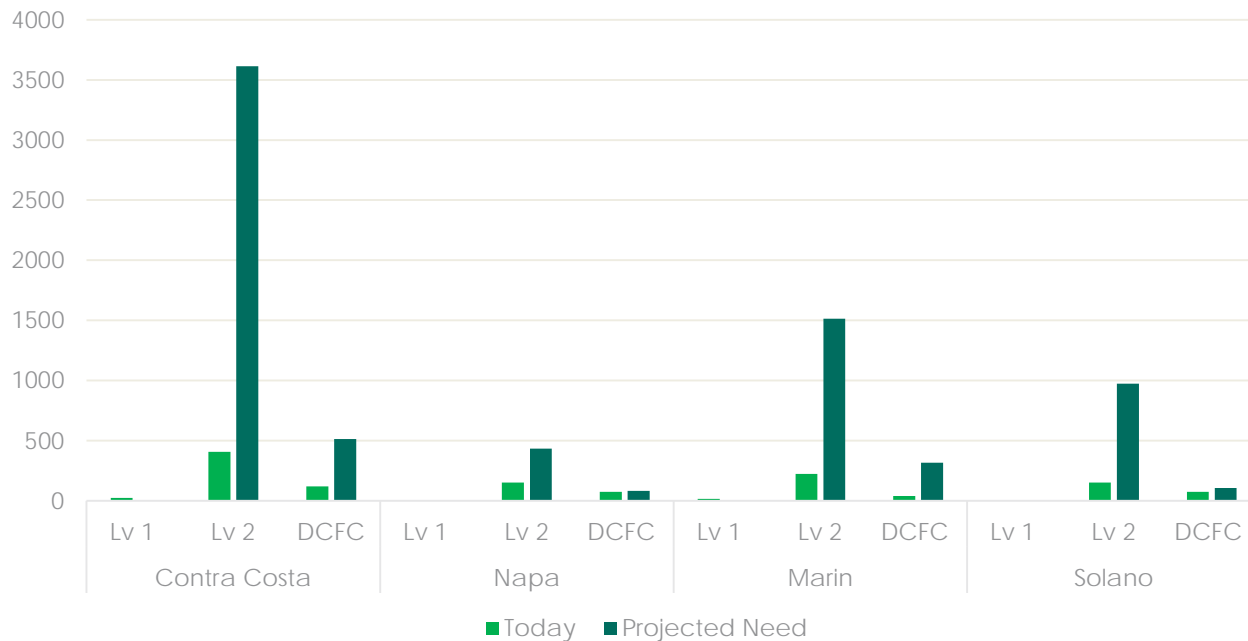
# Access to EV Charging

Current Availability of EV Charging compared to Gas



# Mind the Gap, Close the Gap

EV Ports Today v. Projected Need by 2025



# CALeVIP

- \$30M for Program Year 2021
- 3-4 Proposals will be accepted for 2021
- “non-competitive”
- 3 variables in selection:
  - EVI-Pro Analysis (50%)
  - Partnerships & Funding Match (25%)
  - AB1236 Compliance (25%)

# Timeline

1. November 2019: Partners Identified
2. Feb 14, 2020: Letter of Intent (LOI) signed w/ non-binding funding commitments
3. March 27, 2020: Project Customization Due
4. May 8, 2020: SOW, Budget, & Contract finalized
5. June 2020: CEC selects 2021 Projects
6. August 2020: Public Workshop & Comment Period starts
7. December 2020: Project Launch

# Program Benefits

- Match funding, at least 1:1
- Incentives cover wide range of customer costs
- Bucket funds: CCA customers, Counties
- Designated Implementer
- Customer friendly user experience
- Up to 7% of funds → outreach & education

# CALeVIP v. MCEv Charging

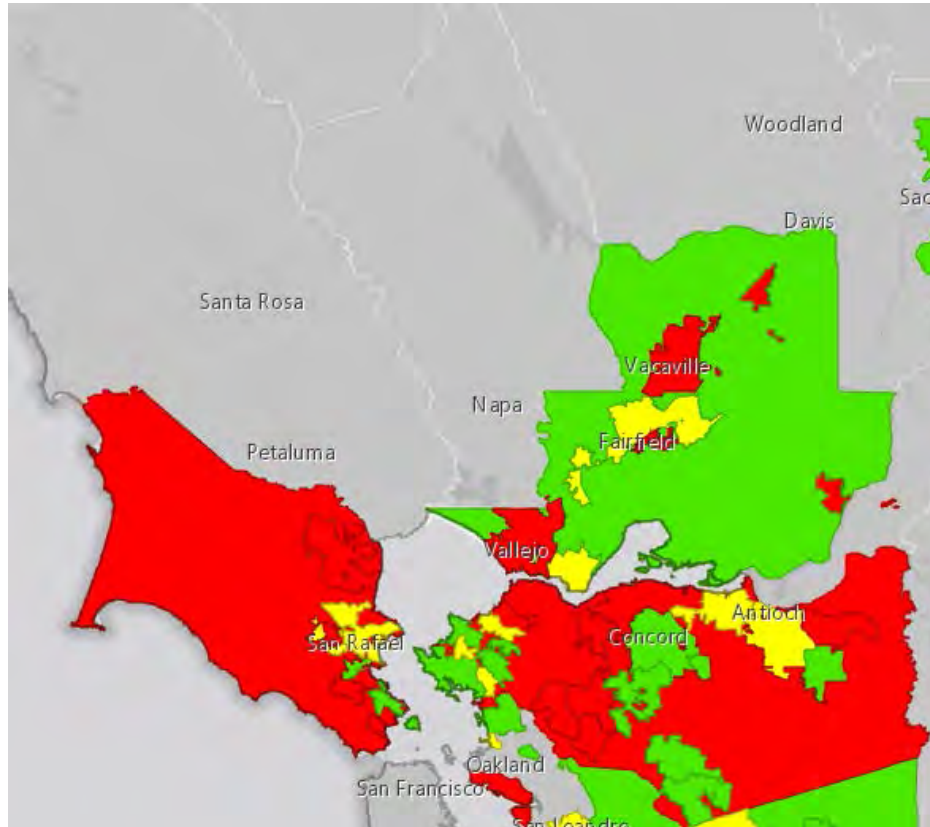
| Program       | Level 2          | DCFC              | Implementer |
|---------------|------------------|-------------------|-------------|
| CALeVIP       | Yes – up to \$5K | Yes – up to \$55K | CSE         |
| MCEv Charging | Yes – up to \$3K | No                | MCE         |

To date, MCE customer's average cost/per Level 2 port: \$5,738. MCE rebate covers ~47% of project costs.

# CCAs Committed to CALeVIP

| CCA  | Launch Date | CCA Funding | CALeVIP | Length of Term |
|------|-------------|-------------|---------|----------------|
| MBCP | Oct '19     | \$3M        | \$4M    | 3 years        |
| SCP  | Oct '20     | \$1.5M      | \$5.1M  | 3 years        |
| PCE  | May '20     | \$12M       | \$12M   | 3 years        |
| SVCE | May '20     | \$12M       |         | 3 years        |
| SJCE | May '20     | \$4M        | \$10M   | 3 years        |

# AB 1236 Compliance



Red= hasn't passed an ordinance

Yellow= passed an ordinance, but not implemented

Green= fully compliant

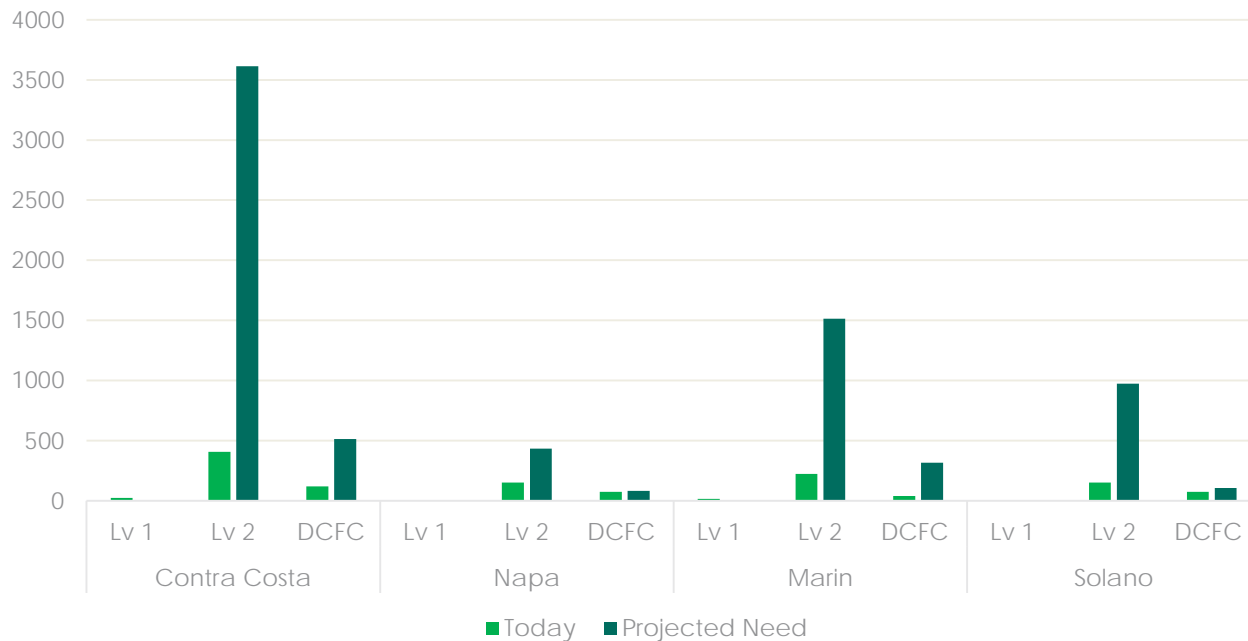


# Partnerships & Commitments

| Partner             | Engaged   | LOI Support | Funding Support |
|---------------------|-----------|-------------|-----------------|
| BAAQMD              | Yes       | Yes         | (in kind)       |
| MTC                 | Yes       | Yes         | (in kind)       |
| TAM                 | Yes       | Yes         | Yes - Verbal    |
| County of Marin     | Yes       | Yes         | Tbd             |
| CCTA                | Yes       | Yes         | Yes - Verbal    |
| Contra Costa County | Yes       | Yes         | Yes - Verbal    |
| NVTA                | Yes       | Yes         | Tbd             |
| Napa County         | Yes       | Yes         | Tbd             |
| SCTA                | Yes       | Yes         | Tbd             |
| Solano County       | Scheduled | --          | --              |

# Mind the Gap, Close the Gap

EV Ports Today v. Projected Need by 2025



# CALeVIP and MCE + 4 Counties

|              | Fully Fund the L2 Gap | Fully Fund DCFC Gap |
|--------------|-----------------------|---------------------|
| Contra Costa | \$15M                 | \$13.3M             |
| Marin        | \$6.4M                | \$14.6M             |
| Solano       | \$3.8M                | n/a                 |
| Napa         | \$1.5M                | n/a                 |

# CALeVIP and MCE + 4 Counties

|              | Fully Fund the L2 Gap | Fully Fund DCFC Gap | Fund 50% of L2 | Fund 30% of DCFC | Total CALeVIP Project |
|--------------|-----------------------|---------------------|----------------|------------------|-----------------------|
| Contra Costa | \$15M                 | \$13.3M             | \$7.5M         | \$4M             | \$11.5M               |
| Marin        | \$6.4M                | \$14.6M             | \$3.2M         | \$4.4M           | \$7.6M                |
| Solano       | \$3.8M                | n/a                 | \$1.9M         | n/a              | \$1.9M                |
| Napa         | \$1.5M                | n/a                 | \$750K         | n/a              | \$750K                |

# CALeVIP and MCE + 4 Counties

|              | Fund 50% of L2 | Fund 30% of DCFC | Total CALeVIP Project | Expected Match from Partners |
|--------------|----------------|------------------|-----------------------|------------------------------|
| Contra Costa | \$7.5M         | \$4M             | \$11.5M               | ~\$5.75M                     |
| Marin        | \$3.2M         | \$4.4M           | \$7.6M                | ~\$3.8M                      |
| Solano       | \$1.9M         | n/a              | \$1.9M                | ~\$1M                        |
| Napa         | \$750K         | n/a              | \$750K                | ~\$375K                      |

Total Expected Match:  
  
\$10.9M

# Next Steps

- Submit a LOI that covers MCE's entire service area for a 4-year period
- MCE's non-binding commitment: \$1,375,000/year or \$5.5M total.
- Partners contribute the other \$5.4M
- Secondary option enclosed in LOI: CALeVIP match for Contra Costa County & Napa County + self-funded (at a lower amount) by MCE for Marin and Solano Counties

Thank You!

Brett Wiley, Customer Programs Manager



**Planning Committee *STAFF REPORT***

**Meeting Date:** January 8, 2020

|                               |   |
|-------------------------------|---|
| <b>Subject</b>                | <b>Update on Participation in the California Electric Vehicle Infrastructure Program (CALeVIP) Funding Cycle</b>  |
| <b>Summary of Issues</b>      | Contra Costa Transportation Authority (Authority) staff seeks direction from the Authority Board regarding participation in the California Energy Commission’s (CEC) CALeVIP 2021 funding cycle with Marin Clean Energy (MCE) and Contra Costa County. The CEC would match, at a ratio of a minimum one-to-one of local funds contributed. MCE, Contra Costa County and the Authority would provide local matching funds. Local match funds would be provided to the CEC and the CEC would administer the program on behalf of Contra Costa with minimal input or direction from the Authority or other local funding partners on specific electric vehicle (EV) charging station installation locations. |
| <b>Recommendations</b>        | None – information only   |
| <b>Financial Implications</b> | The total funding amounts have not been identified to date but are likely to include County Program Manager Transportation Fund for Clean Air (TFCA) funds and Measure J Program 17 Commute Alternative funds.  |
| <b>Options</b>                | Direct staff to inform MCE that it is unable to partner on the program at this time.  |
| <b>Attachments</b>            | <b>A.</b> CEC Presentation - Planning for the 2021 CALeVIP Incentive Project Regions  |
| <b>Changes from Committee</b> |   |

**Background**

The Authority and Contra Costa County staff received a request from MCE to partner in a submission to the CEC to implement the CALeVIP in Contra Costa as part of the 2021 funding cycle. MCE would be the lead agency for submission of the required Partnership



Engagement Package, which includes a Letter of Intent (LOI) and a Completed Partnership Questionnaire.

MCE has requested that both the Authority and Contra Costa County contribute local match funds to the program. MCE has committed \$2.87 million over a four-year period and will be requesting \$5.75 million from the CEC. MCE has requested that the Authority and Contra Costa County contribute a combined \$2.87 million over four years to bring the total funding package to \$11.5 million (rounded). In total, this would provide a one-to-one ratio of CEC to local funds for the project. The one-to-one match ratio is a goal but not a requirement of the program. In other words, we may not need to contribute the total \$2.87 million to participate in the program.

Through its analysis, CEC calculated that \$11.5 million would be required in Contra Costa to reach low projection levels of 50 percent Level-2 chargers and 30 percent of Direct Connect Fast Chargers (DCFC) by 2025.

### **CALeVIP Pillar Requirements**

*The CALeVIP is the CEC's statewide project for public EV infrastructure incentives. The following outlines the process, technology, rebate and site eligibility requirements for a regional CALeVIP incentive project. These requirements have been developed based on best practices and input from project stakeholders. These requirements are critical for establishing a regional incentive project and **cannot be modified**.*

#### Process Requirements

- *Applications must be submitted online*
- *Applications will be approved on a first-come, first-served basis once all required application documents are submitted*
- *Applications are not competitively scored or reviewed against one-or-another*
- *CALeVIP uses Electric Vehicle Infrastructure Protection Tool (EVI-Pro) to determine funding levels for each technology within each county and Energy Commission funding will not be negotiable.*

CALeVIP Technology Requirements

- *Level 1 Chargers: Not Eligible*
- *Level 2 Chargers:*
  - *Include a J-1772 connector*
  - *Capable of at least 6.2kW*
  - *Networked with a minimum 2-year networking agreement*
  - *Must be new (not refurbished, not previously installed and removed)*
  - *Must be able to revert to an open standard protocol*
  - *Must be Energy Star Certified*
  - *Must be listed by a nationally recognized testing laboratory*
  - *Must accept at least two payment methods (if payment is required)*
    - *Acceptable payment methods may include (but are not limited to) mobile app-based payment, a toll-free phone number, near-field communications (NFC) or onsite card reader*
    - *Level 2 chargers “installed” on and after July 1, 2023 must comply with Senate Bill (SB) 454 updated payment requirements.*
- *DCFC:*
  - *Charger must have both a CHAdeMO and Combined Charging System (CCS) connector*
  - *Capable of at least 50kW*
  - *Networked with a minimum 5-year networking agreement*
  - *Must be new (not refurbished, not previously installed and removed)*
  - *Must be able to revert to an open standard protocol*
  - *Must be listed by a nationally recognized testing L\laboratory*

- *Must accept at least two payment methods (if payment is required)*
  - *Acceptable payment methods may include (but are not limited to) mobile app-based payment, a toll-free phone number, near-field communications (NFC) or onsite card reader*
  - *DCFCs “installed” on and after January 1, 2022 must comply with SB 454 updated payment requirements.*

#### *CALeVIP Rebates*

- *Level 2 Chargers:*
  - *An “up-to” incentive amount per connector or percentage of project costs, whichever is less*
    - *Sites deemed in a designated Disadvantaged Community (DAC) or low-income community are allotted an incentive adder, increasing the “up-to” dollar amount per connector*
  - *One site per application*
  - *New or replacement chargers are eligible*
  - *Each application may apply for up to a designated connector limit for Level 2 chargers (Maximum quantity to be determined by Energy Commission and Partners in project design)*
    - *Additional chargers may be installed but will not receive rebate funding from CALeVIP.*
- *DCFC:*
  - *New or replacement chargers are eligible incentives provided as an “up-to” dollar amount or percentage of total project cost, whichever is less*
  - *Sites deemed in a designated DAC or low-income community are allotted an incentive adder, increasing the “up-to” dollar amount per connector*

- *Each application can apply for an “up to” a designated quantity of DCFCs (Maximum quantity to be determined by Energy Commission and Partners in project design)*
- *Additional chargers may be installed but will not receive rebate funding from CALeVIP.*

#### *CALeVIP Site Eligibility*

- *Both Technologies*
  - *Eligible sites are countywide and not geo-specific/eligible*
- *Level 2 Chargers*
  - *Car-sharing/e-mobility service installations are eligible*
  - *Must be shared use (cannot be dedicated to a single driver)*
    - *Sites serving single-family residences or dedicated drivers/users are not eligible to receive CALeVIP funds*
  - *Specification of type of labor (e.g. C-10 licensed contractor, preferred network, Electric Vehicle Infrastructure Training Program (EVITP), union labor, or other) is not possible*
  - *May serve public or private sites*
  - *May serve light-duty fleets*
    - *Medium-duty vehicles can also use, as long as the chargers are primarily being used for the site’s light-duty fleet and medium-duty vehicles are secondary*
- *DCFC:*
  - *Must be available to the public 24 hours a day, year round*
  - *Specification of type of labor (e.g. C-10 licensed contractor, preferred network, EVITP, union labor, or other) is not possible*

- *Must not be located behind a gate or have restrictions for public use and access*
- *Must be a site type that is listed as Eligible for DCFC or Combo installations*

### **Outstanding Issues**

The following issues remain outstanding at this time in which Authority staff is working to address prior to the Authority Board meeting on January 15, 2020:

- 1) The CALeVIP program indicates that eligible sites are “countywide and not geo-specific/eligible”. This requirement brings up two concerns:
  - a. If funding is used, which is historically allocated by sub-region, how can we ensure that a sub-region receives its “fair share” based on funds contributed?
  - b. How can we ensure installations occur within high priority locations in Contra Costa County based on the findings of the Contra Costa EV Readiness Blueprint (adopted by the Authority in July 2019)?
- 2) A logical fund source would be TFCA, but it requires specific performance criteria and reporting. Staff is currently discussing those requirements with the Bay Area Air Quality Management District (BAAQMD) staff.
- 3) 511 Contra Costa staff have expressed support for using the TFCA and Measure J Program 17 funds to support the CALeVIP program. However, other ongoing Transportation Demand Management (TDM) programs need continuous funding and must be considered when determining funding levels.

### **Next Steps**

Over the next month, Authority staff will pursue a resolution to the above stated issues, as well as other issues that may be presented.

MCE staff has a target of the end of January to submit the Partnership Engagement Package to the CEC (due February 14, 2020). The package will include a LOI that needs to identify a committed funding amount being “considered”, and when the partner will

take Board action to approve the committed amount. This would occur in a phase following the LOI acceptance.

Additionally, Authority staff will prepare the required questionnaire including review of the partnership agreement.