

Todd Harms

**Gay Jones**Board President
Division 8

**Jennifer Sheetz**Board Vice President
Division 5

Matt Kelly Board Secretary Division 7

Cinthia Saylors Board Member Division 1

**Grant Goold**Board Member
Division 2

Randy Orzalli Board Member Division 3

Ted Wood Board Member Division 4

**D'Elman Clark** Board Member Division 6

Jim Barnes Board Member Division 9

# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 · Mather, California 95655 · Phone (916) 859-4300 · Fax (916) 859-3700

# BOARD OF DIRECTORS - REGULAR MEETING Thursday, July 11, 2019 — 6:00 PM

Sacramento Metropolitan Fire District 10545 Armstrong Avenue Board Room – Second Floor Mather, California

The mission of the Sacramento Metropolitan Fire District is to provide professional and compassionate protection, education and service to our community.

### **CALL TO ORDER**

### PLEDGE TO FLAG

# METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Sunday, July 14<sup>th</sup> at 9:00 am and Monday, July 15<sup>th</sup> at 2:00 pm on Channel 14; Webcast at <a href="https://www.sacmetrocable.tv">www.sacmetrocable.tv</a>.

The open session Meetings are also available for viewing on the District website at <a href="www.metrofire.ca.gov">www.metrofire.ca.gov</a>.

# PUBLIC OPPORTUNITY TO DISCUSS MATTERS OF PUBLIC INTEREST WITHIN DISTRICT JURISDICTION INCLUDING ITEMS ON OR NOT ON AGENDA

The Board of Directors of the Sacramento Metropolitan Fire District appreciates and encourages public interest and welcomes questions and opinions at its meetings. Public members desiring to address the Board are requested to first be recognized by the presiding officer and identify themselves for the record. The presiding officer may in the interest of time and good order limit the number of public member presentations. Speakers' comments will be limited to **three minutes** (Per Section 31 of the Board of Directors Policies and Procedures).

In accordance with Section 31 of the Board of Directors Policies and Procedures, members of the Public requesting their written comments be read into the meeting record must be present or have a representative present to read their comments during the time allotted.

# **CONSENT ITEMS**

Matters of routine approval including but not limited to action summary minutes, referral of issues to committee, committee referrals to the full Board, items that require yearly approval, declaration of surplus equipment, and other consent matters. Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.

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# **REGULAR BOARD MEETING AGENDA**

THURSDAY, JULY 11, 2019

		Dans No		
CONS	SENT ITEMS	Page No.		
1.	Action Summary Minutes Recommendation: Approve the Action Summary Minutes for the Board meeting of June 27, 2019.	5		
2.	Intergovernmental Transfer (IGT) Program - July 1, 2018 through June 30, 2019 Recommendation: Adopt a resolution to authorize the Fire Chief enter into necessary agreements to participate in the IGT Program covering the period of July 1, 2018 through June 30, 2019.			
ACTIO	ON ITEMS			
1.	Enterprise Resource Planning System Scope Change (Amanda Thomas, Chief Financial Officer) Recommendation: Authorize the District's Project Manager to approve the Statement of Work Addendum for the Oracle Cloud ERP Implementation.	51		
2.	Election of Representative to the CSDA Board of Directors (Melissa Penilla, Board Clerk) Recommendation: Select Director Saylors to be voted for as the representative for the CSDA Board of Directors Sierra Network, Seat B.			
REPO 1.	PRTS PRESIDENT'S REPORT—(President Jones)			
2.	FIRE CHIEF'S REPORT—(Acting Chief Bridge)  OPERATIONS' REPORT – (Acting Chief Bridge)			
3.	SMFD - FIREFIGHTERS LOCAL 522 REPORT			
4.	COMMITTEE AND DELEGATE REPORTS  All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.  A. Executive Committee – (Jones)  Next Meeting: TBD			
	B. Communications Center JPA – (AC Wagaman) Report Out: July 9, 2019 at 9:00 AM Next Meeting: July 23, 2019 at 9:00 AM			
	C. California Fire & Rescue Training JPA – (DC Shannon)			

Next Meeting: September 19, 2019 at 4:00 PM

Mather, CA 95655

Location:

California Exercise Simulation Center (CESC)

10545 Armstrong Avenue, Suite 320



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# REGULAR BOARD MEETING AGENDA

THURSDAY, JULY 11, 2019

D. Finance and Audit Committee – (Director Kelly)

Next Meeting: July 25, 2019 at 5:30 PM

E. Policy Committee - (Director Goold)

Next Meeting:

# **BOARD MEMBER QUESTIONS AND COMMENTS**

# **CLOSED SESSION**

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to California Government Code Section 54957.6

A. District Negotiator:

Jack Hughes, Liebert Cassidy Whitmore

Employee Organization: Sacramento Area Fire Fighters Local 522

B. District Negotiator:

Jack Hughes, Liebert Cassidy Whitmore

Employee Organization: Battalion Chiefs Bargaining Group,

Sacramento Area Fire Fighters Local 522

C. District Negotiator:

Jack Hughes, Liebert Cassidy Whitmore

Employee Organization: Administrative Support Personnel (ASP)

Affiliate of Sacramento Area Fire Fighters Local 522

D. District Negotiator:

Jack Hughes, Liebert Cassidy Whitmore Employee Organization: Safety Senior Management, Management and Unrepresented Confidential Employees

E. District Negotiator:

Jack Hughes, Liebert Cassidy Whitmore

Employee Organization: Non-Safety Senior Management, Management and Unrepresented Confidential Employees

# **ADJOURNMENT**

# **NEXT BOARD MEETING(S):**

Unless specified differently, all meetings of the Board are held at Sacramento Metropolitan Fire District, 10545 Armstrong Avenue, Mather, CA

Next Board Meeting - July 25, 2019 at 6:00 PM

The following action and presentation items are scheduled for the next board meeting agenda. Board members are requested to identify additional action or presentation items they desire to be scheduled on the agenda.

**ANTICIPATED AGENDA ITEMS:** 

TBD



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# **REGULAR BOARD MEETING AGENDA**

THURSDAY, JULY 11, 2019

Posted on July 8, 2019

Melissa Penilla, Clerk of the Board

\* No written report

\*\* Separate Attachment

# **DISABILITY INFORMATION:**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (916) 859-4305. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.



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# **ACTION SUMMARY MINUTES - REGULAR MEETING**

# BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT Thursday, June 27, 2019 10545 Armstrong Avenue – Board Room Mather, California

# **CALL TO ORDER**

The meeting was called to order at 6:00 pm by President Jones. Board members present: Barnes, Clark, Goold, Jones, Saylors, Sheetz, and Wood. Board members absent: Kelly and Orzalli. Staff present: Chief Harms, Clerk Penilla and General Counsel Lavra.

### PLEDGE TO FLAG

#### PUBLIC COMMENT:

Mr. David Warren commented to the Board regarding the recent EMS care his wife received from Metro Fire crews. For religious reasons, Mr. Warren would like to show appreciation to the crew that responded and gave wonderful care to his wife. He explained the importance of showing appreciation while we are alive, and that is why he requested for Metro Fire to review policies related to crews accepting gifts. Lastly, he asked that Chief Harms be sure to pass along the letter of appreciation to the responding crew.

### **CONSENT ITEMS**

**Action:** Moved by Goold, seconded by Wood, and carried unanimously by members present to adopt the Consent Calendar as follows:

# 1. Action Summary Minutes

**Recommendation**: Approve the Action Summary Minutes for the Board meeting of June 13, 2019.

Action: Approved Action Summary Minutes.

# 2. Special Services Agreement – Hermocillo-Azevedo Strategic Communications LLC

**Recommendation:** Authorize the Fire Chief to approve a one-year agreement with Hermocillo-Azevedo Strategic Communications, LLC for professional consulting services.

Action: Authorized Fire Chief to approve the one-year agreement.

# 3. Bid Award – RFB 19-06 Multi-Site Flooring Project

**Recommendation:** Authorize staff to award bid #19-06 to Dynamic Commercial Flooring Systems, Inc. in the amount not to exceed \$186,450.

Action: Authorized staff to award the bid to Dynamic Commercial Flooring Systems, Inc.

# 4. Policy Revision - Workplace Harassment

**Recommendation**: As recommended by the Policy Committee, approve the revision to the Workplace Harassment policy.

Action: Approved the revision to the Workplace Harassment Policy.

# PRESENTATION ITEMS

1. Rescue Group Training (Firefighter Van Brunt and Firefighter Watts)
Recommendation: Receive presentation on the North American Heavy Rescue Training Symposium in Covington, GA. No action required.

Action: Received presentation, no action taken.

2019 Fireworks Overview (Assistant Chief Wagaman and Fire Marshal Barsdale)
 Recommendation: Receive presentation, no action required.
 Action: Received presentation, no action taken.

The Board convened to Closed Session prior to taking the action items.

The Board took a five minute recess (7:33 pm to 7:38 pm) prior to reconvening to open session.

# **ACTION ITEMS**

FY 2018 State Homeland Security Grant Program (SHSGP) Award
 (Erin Castleberry, Administrative Specialist)
 Recommendation: Adopt resolutions approving the Grant Acceptance and Budget Amendment to FY 2019/20 Grants Fund 212G.
 Action: Moved by Wood, seconded by Clark, and carried unanimously by members

present to adopt resolutions 2019-055 and 2019-056.

2. Contract Amendment – Ambulance Transport Services - AMR (Deputy Chief Bridge) Recommendation: Approve the amendment to the agreement for ambulance transport services with American Medical Response for a period of twelve months.
Action: Moved by Clark, seconded by Wood, and carried unanimously by members present to approve the amendment to the agreement with AMR.

# **REPORTS**

### 1. PRESIDENT'S REPORT:

Due to the recent events that took place in Sacramento, President Jones requested a moment of silence to close the meeting in honor of Officer Tara O'Sullivan.

### FIRE CHIEF'S REPORT:

Chief Harms thanked Rescue 21 for attending and sharing information they recently became equipped with during the Training Symposium. Chief Harms also thanked the group who presented on fireworks, clearly the  $4^{th}$  of July impacts the entire District. Crews are very busy during the 24-48 hours surrounding the  $4^{th}$  of July, and they perform with little rest so that people can enjoy time out in the community.

### Retirement

Effective 6/14, Assistant Chief Tom Neville - 29 years of service

June 27, 2019 Board Meeting Action Summary Minutes

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# Meetings/Events

Continue to have several meetings with staff and crews

6/22, Chief Harms attended his first Tropical Affair for the Firefighters Burn Institute

6/24, Executive Staff meeting with Sac City Fire where they discussed response to violent incidents, and ambulance deployment in the region.

6/25, Annual Honors and Awards Ceremony - City of Citrus Heights Police Department

6/26, Labor Management Collaboration Meeting where they discussed 1<sup>st</sup> amendment rights related to negative interactions with members, ambulance contract, new station 68, strike teams, and uniforms.

6/27, Negotiations met this morning

# Save the Date

7/16, Promotion Ceremony, Rancho Cordova City Hall, 6:00 pm

# **OPERATIONS REPORT**

Deputy Chief Bridge reported there have been close to 4,000 calls since the Board Meeting on June 13<sup>th</sup>. There have been 13 significant structure fires, including a 200 acre fire in Placer County, and a significant incident at McClellan where a plane landed with a failed landing gear.

DC Bridge thanked crews for supporting law enforcement with the procession for Officer O'Sullivan. Multiple organization coordinated throughout the route, and Metro Fire was present at six overpasses.

DC Bridge shared some EMS Training from the Training Division. Recently, the EMS Division sent the CQI Manager, EMS Staff, peer review committee members, paramedic preceptors, and academy drill cadre members to Certified Ambulance Documentation Specialist (CADS) class on June 18<sup>th</sup>. The CADS certification is the first offered by National Association of Ambulance Compliance (NAAC) that is specifically geared for EMTs, Paramedics, and other EMS field practitioners. The program is designed to provide a broad understanding of the rules and standards for EMS documentation and then dive into the skills needed to meet those expectations. The class was taught by Stephen Wirth of Page, Wolfberg, and Wirth, the National EMS Industry Law Firm.

Next, Our Fire Service Medical Director, Dr. Kevin Mackey, arranged a Teleflex Procedural Cadaver Lab on June 21. Participants enhanced their understanding of advanced airways and interosseous placement using multiple learning modalities, including didactic and hands-on practice on cadaveric specimens and simulations aids. Case study and patient care scenarios were designed to provide attendees with an opportunity to apply the program content to simulated clinical practice. The content was designed to provide attendees with the information necessary to make well informed decisions to optimize patient care.

DC Bridge invited Captain Bryce Mitchell and Firefighter Derrick Sheetz with Air Operations to the podium to share a recent hoist rescue in Forest Hill. This rescue was a result of a multi-day kayak trip, where the kayaker sustained a shoulder injury, in a very tight canyon with waterfalls and trees making for a difficult 225 foot hoist rescue.

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# SMFD – FIREFIGHTERS LOCAL 522 REPORT:

Firefighter Brett Randle currently assigned at Station 23 reported out for Local 522. He recognized the brothers in blue for the sacrifices of Officer O'Sullivan. Negotiations are still ongoing and going well, he thanked the Board for their continued conversations. The recent Tropical Affair was a success, and he thanked Guns and Hoses for the \$7,500 donation. Lastly, Local 522 supports the contract extension with AMR.

# 4. COMMITTEE AND DELEGATE REPORTS

All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.

A. Executive Committee – (Jones)

Next Meeting: TBD

B. Communications Center JPA – (AC Wagaman)

Report Out: Special Workshop - June 25, 2019 at 9:00 AM Special Meeting - June 25, 2019 at 1:00 PM

The recent workshop focused on the new FY budget, with much to talk about. Also, a new server was recently added to aid in the challenges faced during power outages.

Next Meeting: July 9, 2019 at 9:00 AM

C. California Fire & Rescue Training JPA – (DC Shannon)

Report Out: June 20, 2019 - Strategic Planning Workshop

Report Out: June 20, 2019 - Regular Meeting

DC Shannon thanked the JPA staff for coordinating the strategic planning workshop, and thanks to retired Chief Haverty for facilitating. They focused on present day success, and service delivery moving forward. DC Shannon shared the success of the JPA, including by the end of fiscal year the JPA will have completed 91 training deliveries, trained 1,550 students, and has a net revenue at \$448,000, all of which exceed original expectations.

Next Meeting: September 19, 2019 at 4:00 PM

Location: California Exercise Simulation Center (CESC)

10545 Armstrong Avenue, Suite 320

Mather, CA 95655

D. Finance and Audit Committee – (Director Wood)

Report Out: June 27, 2019 at 5:30 PM

The Finance and Audit Committee did not meet today.

Next Meeting: July 25, 2019 at 5:30 PM

E. Policy Committee – (Director Goold)

Next Meeting: July 11, 2019 at 5:30PM

# **BOARD MEMBER QUESTIONS AND COMMENTS**

Director Barnes attended the Tropical Affair and was pleased to present a check to the Firefighter Burn Institute for \$7,500 from Guns and Hoses. Related to the incident involving Officer O'Sullivan, he shared that he has been on the job as a law enforcement officer for 21 years, and in that period of time he has seen 13 local line of duty deaths. He thanked all public safety personnel, the dispatchers, and the proud men and women who show up every day. He

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encourages the community to be safe this 4<sup>th</sup> of July, especially for those who will be working hard and spending time away from their families.

Director Clark appreciates Mr. Warren attending the Board meeting and sharing his comments. He thanked Rescue 21 for their presentation and the example of good training and good equipment. Lastly, he was glad to see the presentation on fireworks included information related to the fires legal fireworks cause. He sends condolences to the family of Officer O'Sullivan.

Director Saylors thanked staff for their presentations tonight. She was in attendance at the O'Sullivan service, it was a sad day, and she thanked Officer O'Sullivan for her service.

Director Goold talked about the unspeakable tragedy related to Officer O'Sullivan. He was glad to hear the report from the air operations crew, it is great to have those tools assessable in Northern California. He shared that he was not at the Tropical Affair because June 23<sup>rd</sup> is a day he spends with his wife, and needs to be home. He thanked President Jones for her leadership during the month of June.

Director Sheetz thanked staff for their presentations. She congratulated AC Neville on his retirement, and was happy to attend the Tropical Affair.

Director Jones echoed the good words and comments of her fellow Board Members.

Taken out of order, convened to Closed Session at 6:39 pm.

# **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to California Government Code Section 54956.9 (b) (1) (3) (B):

**Recommendation:** Confer with and receive advice from legal counsel regarding Request for Proposal (RFP: 19-04) involving legal allegations made by a proposer concerning the RFP process and District Board's decision on the proposal.

Action: No action taken.

Reconvened to Open Session at 7:33 pm.

# **ADJOURNMENT**

The meeting was adjourned at 8:22 pm. with a moment of silence honoring Sacramento Police Department Officer Tara O'Sullivan who was laid to rest today.

Gay Jones, President	Matt Kelly, Secretary
Melissa Penilla, Board Clerk	

June 27, 2019 Board Meeting Action Summary Minutes

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TODD HARMS Fire Chief

DATE:

July 11, 2019

TO:

**Board of Directors** 

SUBJECT: Intergovernmental Transfers for July 1, 2018 through June 30, 2019

# **TOPIC**

Authorize the Fire Chief to enter into the necessary agreements to participate in the Intergovernmental Transfer (IGT) Program covering the periods July 1, 2018 through June 30, 2019.

### DISCUSSION

Beginning in Fiscal Year 2014/2015, the District participated in the IGT Program to receive federal funds associated with the District's transport of Medi-Cal managed care beneficiaries. Participation in the program requires agreements between the District and each of the participating Managed Care Plans (Health Net, Molina, Anthem, and Kaiser) and with the State of California to complete the transfers.

Under the Program, the District makes IGT contributions associated with each plan as well as a 20% State administrative fee, and the State receives matching funds from the federal government. The State then uses the amount contributed by the District and the federal government to pay the Plans enhanced rates, and the Plans use these funds (net of Plan administrative fees) to pay the District under the terms of the agreements.

The proposed IGT covers the period July 1, 2018 through June 30, 2019. The State and plan agreements for the FY 2018/19 IGTs are substantially similar to those entered into in previous fiscal years, with the exception of the Kaiser agreement which is new for this fiscal year.

# FISCAL IMPACT

Under the proposed FY 2018/19 IGTs, the District will transfer an estimated total of \$6,479,348 to the State (including the State administrative fee). This amount is subject to change by the State based on the finalization of actual plan activity for FY 2018/19. Estimated total plan payments to the District are \$15,554,965, for estimated net new funds to the District of \$9,075,617.

The table below shows the District's estimated participation in the proposed IGTs. The amounts allocated are for 2018/19 IGTs only and are not intended to represent a guaranteed level of funding for future years.

2018/19	Molina	Health Net	Anthem	Kaiser	Total FY All Plans
District IGT contribution*	\$2,014,183	\$1,016,662	\$1,859,007	\$509,606	\$5,399,457
20% State fee	402,837	203,332	371,802	101,921	1,079,891
Total transfer to State	2,417,019	1,219,993	2,230,809	611,527	6,479,348
Estimated IGT Plan payments to District	6,126,051	2,810,151	5,556,577	1,062,186	15,554,965
Estimated net new funds to District	3,709,032	1,590,158	3,325,768	450,659	9,075,617

<sup>\*</sup>As determined by California Department of Healthcare Services.

# RECOMMENDATION

Staff recommends that the Board approve the attached resolution authorizing the Fire Chief to enter into the necessary agreements to participate in the IGT Program covering the period July 1, 2018 through June 30, 2019.

Submitted By:

Amanda Thomas

Chief Financial Officer

Approved By:

Todd Harms Fire Chief



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# RESOLUTION NO. 2019-\_\_\_

# A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE SACRAMENTO METROPOLITAN FIRE DISTRICT

WHEREAS, the Sacramento Metropolitan Fire District (hereinafter referred to as District) participates in the Intergovernmental Transfer (IGT) Program to receive federal funding associated with transports of Medi-Cal Managed Care beneficiaries; and

WHEREAS, participation in the IGT Program for the period July 1, 2018 through June 30, 2019 is expected to result in an estimated \$9,075,618 of net new funds to the District; and

**WHEREAS**, participation in the IGT Program requires entering into agreements with the Managed Care Plans (Plans) and with the State Department of Healthcare Services (DHCS).

NOW, THEREFORE, BE IT RESOLVED that the Sacramento Metropolitan Fire District, a public entity established under the laws of the State of California, does hereby:

- Approve participation by the District in the IGT Program covering the period July 1, 2018 through June 30, 2019.
- Authorize the Fire Chief or his designee as its Authorized Agent(s) to enter into and execute the Amendments to the Health Plan-Provider Agreements with the Plans in substantially the forms attached hereto.
- Authorize the Fire Chief or his designee as its Authorized Agent(s) to enter into and execute the Intergovernmental Agreement regarding the Transfer of Public Funds with DHCS in substantially the form attached hereto.

PASSED AND APPROVED this 11th day of July, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By:

President, Board of Directors

Clerk of the Board

# INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF PUBLIC FUNDS

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES ("DHCS") and the SACRAMENTO METROPOLITAN FIRE
DISTRICT (GOVERNMENTAL FUNDING ENTITY) with respect to the matters set forth
below.

The parties agree as follows:

#### AGREEMENT

# 1. Transfer of Public Funds

- of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code.

  The amount transferred shall be based on the sum of the applicable rate category per member per month (PMPM) contribution increments multiplied by member months, as reflected in Exhibit 1.

  The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of July 1, 2018 through June 30, 2019 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.
- 1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal

money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

actual enrollment in HEALTH PLAN(S) for the service period of July 1, 2018 through June 30, 2019 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after June 30, 2019. If this reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If this reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

# 2. <u>Acceptance and Use of Transferred Funds</u>

- 2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as IGTs, to use for the purpose set forth in Sub-Section 2.2.
- 2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4)

of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of July 1, 2018 through June 30, 2019, in accordance with section 14301.4 of the Welfare and Institutions Code.

- 2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.
- 2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.
- 2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

# 3. Assessment Fee

- 3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.
- 3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a 20 percent fee. DHCS has determined that \$0.00 of the transfer amounts, will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS separately from, and simultaneous to, the transfer amounts made under Section 1 of this Agreement. If, at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

### 4. Amendments

- 4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.
- 4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.
- 5. <u>Notices</u>. Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Todd Harms, Fire Chief Sacramento Metropolitan Fire District 10545 Armstrong Avenue, Suite 200 Mather, CA 95655 Harms.Todd@metrofire.ca.gov

With copies to:

Amanda Thomas, Chief Financial Officer Sacramento Metropolitan Fire District 10545 Armstrong Avenue, Suite 200 Mather, CA 95655 Thomas.Amanda@metrofire.ca.gov

To DHCS:

Sandra Dixon
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., Suite 71-4002
MS 4413
Sacramento, CA 95814
Sandra.Dixon@dhcs.ca.gov

# 6. Other Provisions

- 6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.
- 6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.
- 6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

- 6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.
  - 6.5 Time is of the essence in this Agreement.
- 6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.
- 7. <u>State Authority</u>. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.
  - 8. Approval. This Agreement is of no force and effect until signed by the parties.
- 9. <u>Term.</u> This Agreement shall be effective as of July 1, 2018 and shall expire as of December 31, 2021 unless terminated earlier by mutual agreement of the parties.

# **SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE SACRAMENTO METROPOLITAN FIRE DISTRICT:

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

Todd Harms, Fire Chief

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

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

Jennifer Lopez, Division Chief, Capitated Rates Development Division

# Exhibit 1

Funding Entity:	Sacran	Sacramento Metropolitan Fire District Molina Healthcare					
Health Plan:	Molina						
Rating Region:	Sacran	Sacramento					
					Estimated		
			Estimated Member	Con	tribution (Non-		
Rate Category	Contrib	ution PMPM	Months	Fe	ederal Share)		
Child - non MCHIP	\$	1.53	196,382	\$	300,464		
Child - MCHIP	\$	0.37	48,553	\$	17,965		
Adult - non MCHIP	\$	3.84	108,030	\$	414,835		
Adult - MCHIP	\$	0.92	863	\$	794		
SPD	\$	11.50	90,326	\$	1,038,749		
SPD/Full-Dual	\$	2.50	33,675	\$	84,188		
Optional Expansion	\$	0.68	231,159	\$	157,188		
Estimated Total			708,988	\$	2,014,183		

Funding Entity:	Sacrai	Sacramento Metropolitan Fire District Health Net of California					
Health Plan:	Health						
Rating Region:	Sacrai	Sacramento					
					Estimated		
			Estimated Member	Cor	ntribution (Non-		
Rate Category	Contril	oution PMPM	Months	F	ederal Share)		
Child - non MCHIP	\$	0.44	418,047	\$	183,941		
Child - MCHIP	\$	0.11	133,484	\$	14,683		
Adult - non MCHIP	\$	1.12	222,064	\$	248,712		
Adult - MCHIP	\$	0.27	1,748	\$	472		
SPD	\$	3.42	140,702	\$	481,201		
SPD/Full-Dual	\$	0.73	44,409	\$	32,419		
BCCTP	\$	4.07	20	\$	81		
Optional Expansion	\$	0.14	393,947	\$	55,153		
Estimated Total			1,354,421	\$	1,016,662		

Funding Entity:	Sacran	Sacramento Metropolitan Fire District Kaiser Foundation HP Sacramento					
Health Plan:	Kaiser						
Rating Region:	Sacran						
A CONTRACT OF THE PARTY OF THE					Estimated		
	11		Estimated Member	Cont	ribution (Non-		
Rate Category	Contrib	ution PMPM	Months	Fe	deral Share)		
Child - non MCHIP	\$	0.39	327,488	\$	127,720		
Child - MCHIP	\$	0.09	167,620	\$	15,086		
Adult - non MCHIP	\$	1.04	179,830	\$	187,023		
Adult - MCHIP	\$	0.25	2,107	\$	527		
SPD	\$	2.32	63,927	\$	148,311		
SPD/Full-Dual	\$	0.49	62,961	\$	30,851		
BCCTP	\$	3.38	26	\$	88		
Estimated Total			803,959	\$	509,606		

Funding Entity:	Sacramento Metropolitan Fire District						
Health Plan:	Anthen	Anthem Blue Cross					
Rating Region:	Sacramento		•				
					Estimated		
			Estimated Member	Con	tribution (Non-		
Rate Category	Contrib	ution PMPM	Months	Fe	ederal Share)		
Child - non MCHIP	\$	0.51	704,213	\$	359,149		
Child - MCHIP	\$	0.12	190,851	\$	22,902		
Adult - non MCHIP	\$	1.28	396,993	\$	508,151		
Adult - MCHIP	\$	0.31	1,841	\$	571		
SPD	\$	3.88	200,958	\$	779,717		
SPD/Full-Dual	\$	0.88	60,890	\$	53,583		
BCCTP	\$	4.67	44	\$	205		
Optional Expansion	\$	0.22	612,406	\$	134,729		
Estimated Total			2,168,196	\$	1,859,007		

## HEALTH PLAN-PROVIDER AGREEMENT

# AMENDMENT TO AGREEMENT BETWEEN MOLINA HEALTHCARE AND SACRAMENTO METROPOLITAN FIRE DISTRICT

### AMENDMENT 6

This Amendment is made by and between Molina Healthcare, a California corporation licensed pursuant to Health and Safety Code section 1349 et seq. to act as a health plan hereinafter referred to as "PLAN," and Sacramento Metropolitan Fire District, hereinafter referred to as "PROVIDER."

# **RECITALS:**

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement effective January 1, 2013;

WHEREAS, Section XIII of such Agreement provides for amending such Agreement;

WHEREAS, Molina Healthcare, a corporate entity licensed under Health and Safety Code Section 1349 et seq. has a contract with the California Department of Health Care Services (State DHCS) pursuant to Welfare and Institutions Code Section 14087.3 to act as a Medi-Cal managed care plan. Molina Healthcare of California Partner Plan, Inc. has subsequently entered into the Agreement referenced above, and amendments to it, to allow PROVIDER to render such services to Molina Healthcare of California Partner Plan, Inc. Medi-Cal members in Sacramento County;

WHEREAS, PROVIDER is a California special district located in Sacramento County serving a population of more than 700,000. As a 9-1-1 ambulance provider, Metro Fire responds to emergencies with a paramedic staffed vehicle and transports patients to area hospitals regardless of their type of health insurance or ability to pay. In 2015, 30% of all ambulance transports were for Medi-Cal enrolled patients; and

WHEREAS, PLAN and PROVIDER desire to amend the Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from the Sacramento Metropolitan Fire District (GOVERNMENTAL FUNDING ENTITY) to the California Department of Health Care Services ("State DHCS") to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows: Amendment 6 of the Agreement is added to read as follows:

# 2018-19 IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES

# 1. IGT Capitation Rate Range Increases to PLAN

# A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY's Intergovernmental Agreement Regarding Transfer of Public Funds, #18-95675, effective for the period July 1, 2018 through June 30, 2019 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases, ("IGT MMCRRIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range ("LMMCRR") IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

# B. Health Plan Retention

- (1) The PLAN shall retain a two percent (2%) administrative fee based on the total amount of the IGT MMCRRIs received from DHCS for PLAN's cost to administer this program. Each provider's share of the 2% fee shall be calculated based on that provider's proportionate share of the LMMCRR IGT payments made by Plan in Sacramento County.
- (2) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

# C. <u>Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT</u> Payments

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

- (1) remain a participating provider in the PLAN and not issue a notice of termination of the Agreement; and
- (2) maintain its current emergency response services for PLAN Medi-Cal beneficiaries.

# D. Schedule and Notice of Transfer of Non-Federal Funds

GOVERNMENTAL FUNDING ENTITY shall notify the PLAN within five business days after the funds referred to in the Intergovernmental Transfer Agreement have been transferred to the State.

# E. Form and Timing of Payments

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

- (1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer). After retaining the Plan's administrative fee, as shown in Section B above, PLAN will pay PROVIDER a percent of the remaining LMMCRR IGT payment equal to the PROVIDER's contribution as a percent of total governmental entity contributions to this IGT.
- (2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than thirty (30) calendar days after receipt of the IGT MMCRRIs from State DHCS.

# F. Consideration

- (1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:
- (a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.
- (b) To the extent that total payments received by PROVIDER for any State fiscal year under this Amendment exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.
- Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY'S funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.
- (3) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Amendment constitute patient care revenues.

# G. PLAN's Oversight Responsibilities

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN shall request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

# H. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible on behalf of the safety net in Sacramento County.

# I. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section VIII of the Agreement and Section K below. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Section J below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

# J. Indemnification

PLAN and PROVIDER agree to indemnify and hold harmless the other party for any losses or delays in capitation payments as a result of the LMMCRR IGT arising from the Intergovernmental Agreement.

# K. Dispute Resolution

All disputes between the parties relating to this contract which cannot be resolved by mutual agreement or by mediation, which shall be required prior to moving to arbitration, shall be resolved exclusively by arbitration in accordance with the provisions of this Subsection. Either party may commence arbitration be sending a written demand for arbitration to the other party setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought. There shall be one (1) arbitrator. If the parties fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the San Diego JAMS/Endispute panel, who is a retired judge and is selected in the sole discretion of the San Diego JAMS/Endispute office administrator. The parties shall share all interim costs of the arbitration until decision. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred with the arbitration. The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator. Arbitration shall take place in San Diego, California. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters. A court of appropriate jurisdiction may issue a writ to enforce the arbitrator's decision. Judgment may be entered upon a decision in accordance with applicable law in any court having appropriate jurisdiction.

# L. Severability

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid and the remaining provisions of this Agreement shall remain in full force and effect, and to the extent the provisions of this Agreement are severable.

# M. Status of Contractor

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this agreement. Each party is entirely responsible for compensating staff, subcontractors, and consultants employed by that party. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between PLAN and PROVIDER or any of either party's employees, agents, consultants, or subcontracts. Each

party assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the court and scope of their employment. Each party, its agents, employees, consultants, or subcontractors shall not be entitled to any rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

# L. Remittance Information

The IGT-funded payments made by the PLAN pursuant to this Amendment only shall be mailed to the PROVIDER at the address set forth below:

Sacramento Metropolitan Fire District
Amanda Thomas, Chief Financial Officer
10545 Armstrong Avenue, Suite 200
Mather, CA 95655
(916) 859-4520 Thomas.Amanda@metrofire.ca.gov

# 2. Term

The term of this Amendment shall commence on July 1, 2018 and shall terminate on December 31, 2022.

All other terms and provisions of said Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged; provided, however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.

# **SIGNATURES**

HEALTH PLAN: MOLINA I	HEALTHCARE	
By:	Date:	
Paul Van Duine, Vice Pre	sident of Network Management and Operations, Molin	na Healthcare
PROVIDER: SACRAMENTO	O METROPOLITAN FIRE DISTRICT	
Ву:	Date:	
Todd Harms Fire Chief S	Sacramento Matronalitan Eina District	

# HEALTH PLAN-PROVIDER AGREEMENT

# AMENDMENT TO AGREEMENT BETWEEN HEALTH NET OF CALIFORNIA, INC. AND SACRAMENTO METROPOLITAN FIRE DISTRICT

# AMENDMENT 6

This Amendment is made this		, (month/year), by
and between Health Net of California, Inc., a	California corporati	on licensed pursuant to Health
and Safety Code section 1349 et seq. to act as	a health plan hereir	nafter referred to as "PLAN"
and Sacramento Metropolitan Fire District, he	reinafter referred to	as "PROVIDER."

### RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement effective January 1, 2013;

WHEREAS, Section XIII of such Agreement provides for amending such Agreement;

WHEREAS, Health Net Community Solutions, Inc. (HNCS), a corporate entity licensed under Health and Safety Code Section 1349 et seq. has a contract with the California Department of Health Care Services (State DHCS) pursuant to Welfare and Institutions Code Section 14087.3 to act as a Medi-Cal managed care plan. HNCS has contracted with Health Net of California, Inc. to fulfill its responsibilities for the provision of Medi-Cal covered services for eligible Medi-Cal members. Health Net of California, Inc. has subsequently entered into the Agreement referenced above, and amendments to it, to allow PROVIDER to render such services to HNCS Medi-Cal members in Sacramento County. For purposes of this Amendment, Health Net of California, Inc. and Health Net Community Solutions, Inc. shall collectively be referred to as "PLAN;"

WHEREAS, the Sacramento Metropolitan Fire District ("Metro Fire") is a California special district located in Sacramento County serving a population of more than 700,000. As a 9-1-1 ambulance provider, Metro Fire responds to emergencies with a paramedic staffed vehicle and transports patients to area hospitals regardless of their type of health insurance or ability to pay. In 2015, 30% of all ambulance transports were for Medi-Cal enrolled patients.

WHEREAS, PLAN and PROVIDER desire to amend the Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from the Sacramento Metropolitan Fire District (GOVERNMENTAL FUNDING ENTITY) to the California Department of Health Care Services ("State DHCS") to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

Amendment 6 of the Agreement is added to read as follows:

# 2018-19 IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES

# 1. IGT Capitation Rate Range Increases to PLAN

# A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, #18-95675, ("Intergovernmental Agreement") effective for the period July 1, 2018 through June 30, 2019 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases ("IGT MMCRRIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range ("LMMCRR") IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

# B. Health Plan Retention

- (1) Medi-Cal Managed Care Seller's Tax related withholds or payments do not apply to any service months on or after July 1, 2016.
- (2) The PLAN shall not impose a fee or retention amount, or reduce other payments to a county public hospital health system, that would result in a direct or indirect reduction to the payments authorized under Welfare and Institutions Code Section 14301.5.
- (3) The PLAN shall retain a two percent (2%) administrative fee based on the total amount of the IGT MMCRRIs received from DHCS for PLAN's cost to administer this program. Each provider's share of the 2% fee shall be calculated based on that provider's proportionate share of the LMMCRR IGT payments made by Plan in Sacramento County.
- (4) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

# C. <u>Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT</u> <u>Payments</u>

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

- (1) remain a participating provider in the PLAN and not issue a notice of termination of the Agreement;
- (2) maintain its current emergency response services for PLAN Medi-Cal beneficiaries.

# D. Schedule and Notice of Transfer of Non-Federal Funds

GOVERNMENTAL FUNDING ENTITY shall notify the PLAN within five business days after the District funds referred to in the Intergovernmental Transfer Agreement have been transferred to the State.

# E. Form and Timing of Payments

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

- (1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).
- (2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than thirty (30) calendar days after receipt of the IGT MMCRRIs from State DHCS.

# F. Consideration

- (1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:
- (a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.
- (b) To the extent that total payments received by PROVIDER for any State fiscal year under this Amendment exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

- (2) For purposes of subsection (1) (b) above, if the retained LMMCRR IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY'S funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.
- (3) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Amendment constitute patient care revenues.

# G. PLAN's Oversight Responsibilities

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN shall request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

# H. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible on behalf of the safety net in Sacramento County.

# I. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from

PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section VIII of the Agreement. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Section J below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

# J. Indemnification

- (1) Anything to the contrary contained in the Agreement notwithstanding, PROVIDER shall indemnify and hold PLAN harmless against any losses, claims, demands, liabilities, court costs, judgments and expenses, imposed by a court or otherwise incurred by PLAN after the execution date of this Amendment as a result of PLAN's receipt of IGT rate increases or payment of LMMCRR IGT payments, including but not limited to the following circumstances:
- any other federal or state agency recoups, offsets, or otherwise withholds any monies from or fails to provide any monies to PLAN, or PLAN is denied any monies to which it otherwise would have been entitled, for any reason relating to the Medi-Cal managed care capitation rate increases arising from the Intergovernmental Agreement as such increases flow through the Medi-Cal Agreement between PLAN and the State and this Agreement, including but not limited to (a) State DHCS' use of IGT Rate Increases or LMMCRR IGT payments to supplant or replace other amount in violation of the restrictions in Section 2.2 of the Intergovernmental Agreement; (b) the failure of the IGT Rate Increases to qualify in whole or part for federal participation pursuant to 42 C.F.R. part 433, subpart B; or (c) overpayment of the IGT Rate Increases to PLAN by State DHCS, PLAN shall have a right to immediately recoup, offset or withhold any and all such amounts from payments otherwise due to PROVIDER. Recovery by PLAN pursuant to this section shall include, but not be limited to, reduction in future LMMCRR IGT payments paid to PROVIDER in an amount equal to the amount of IGT Rate Increases payments recovered from PLAN, or by reduction of any other amounts owed by PLAN to PROVIDER.

# K. Severability

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid and the remaining provisions of this Agreement shall remain in full force and effect, and to the extent the provisions of this Agreement are severable.

# L. Status of Contractor

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this agreement. Each party is entirely responsible for compensating staff, subcontractors, and consultants employed by that party. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between PLAN and PROVIDER or any of either party's employees, agents, consultants, or subcontracts. Each party assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the court and scope of their employment. Each party, its agents, employees, consultants, or subcontractors shall not be entitled to any rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

# M. Remittance Information

The IGT-funded payments made by the PLAN pursuant only to this Amendment, shall be mailed to the PROVIDER at the address set forth below:

Sacramento Metropolitan Fire District Amanda Thomas, Chief Financial Officer 10545 Armstrong Avenue, Suite 200 Mather, CA 95655

(916) 859-4520 Thomas.Amanda@metrofire.ca.gov

# 2. Term

The term of this Amendment shall commence on July 1, 2018 and shall terminate on December 31, 2022.

All other terms and provisions of said Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged; provided, however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.

# **SIGNATURES**

HEALTH PLAN: HEALTH NET OF	F CALIFORNIA, INC.
By:	Date:
Garrett M. Leaf, Chief Financial C	Officer, Health Net of California Inc.
PROVIDER: SACRAMENTO MET	ROPOLITAN FIRE DISTRICT
Ву:	Date:
Todd Harms, Fire Chief, Sacram	ento Metropolitan Fire District

# **HEALTH PLAN - PROVIDER AGREEMENT**

# AMENDMENT TO AGREEMENT BETWEEN ANTHEM BLUE CROSS

#### AND

# SACRAMENTO METROPOLITAN FIRE DISTRICT

### **AMENDMENT 6**

This Amendment is made this \_\_\_\_day of\_\_\_\_\_ 2018 by and between Blue Cross of California dba Anthem Blue Cross, a California corporation hereinafter referred to as "PLAN", and Sacramento Metropolitan Fire District, hereinafter referred to as "PROVIDER".

### RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement effective January 1, 2013;

WHEREAS, Section V of such Agreement provides for amending such Agreement;

WHEREAS, PLAN, a corporate entity licensed under Health and Safety Code Section 1349 et seq. has a contract with the California Department of Health Care Services (State DHCS) pursuant to Welfare and Institutions Code Section 14087.3 to act as a Medi-Cal managed care plan and serve the residents of Sacramento County.

WHEREAS, PROVIDER is a California special district located in Sacramento County serving a population of more than 700,000. As a 9-1-1 ambulance provider, Metro Fire responds to emergencies with a paramedic staffed vehicle and transports patients to area hospitals regardless of their type of health insurance or ability to pay. In 2015, more than 30% of all ambulance transports were for Medi-Cal enrolled patients.

WHEREAS, PLAN and PROVIDER desire to amend the Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from the Sacramento Metropolitan Fire District (GOVERNMENTAL FUNDING ENTITY) to the State DHCS to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

Amendment 6 of the Agreement is added to read as follows:

## 2018-19 IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES

## 1. IGT Capitation Rate Range Increases to PLAN

## A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, #18-95675, ("Intergovernmental Agreement") effective for the period July 1, 2018-through June 30, 2019 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases ("IGT MMCRRIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range ("LMMCRR") IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

## B. Health Plan Retention

- (1) The Plan shall retain a two percent (2%) administrative fee based on the total amount of the IGT MMCRRIs received from DHCS for PLAN's cost to administer this program. Each provider's share of the 2% fee shall be calculated based on that provider's proportionate share of the LMMCRR IGT payment made by Plan in Sacramento County.
- (2) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

## C. <u>Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT</u> <u>Payments</u>

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

- (1) remain a participating provider in the PLAN and not issue a notice of termination of the Agreement;
- (2) maintain its current emergency response services for PLAN Medi-Cal beneficiaries.

## D. Schedule and Notice of Transfer of Non-Federal Funds

The GOVERNMENTAL FUNDING ENTITY shall notify the PLAN within five business days after the District funds referred to in the Intergovernmental Transfer Agreement have been transferred to the State.

## E. Form and Timing of Payments

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

- (1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).
- (2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than thirty (30) calendar days after receipt of the IGT MMCRRIs from State DHCS.

#### F. Consideration

- (1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:
- (a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.
- (b) To the extent that total payments received by PROVIDER for any State fiscal year under this Amendment exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.
- (2) For purposes of subsection (1) (b) above, if the retained LMMCRR IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the

unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY'S funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(3) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Amendment constitute patient care revenues.

## G. PLAN's Oversight Responsibilities

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN shall request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

## H. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible on behalf of the safety net in Sacramento County.

PLAN and PROVIDER agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Amendment.

In the event that any dispute or claim arising under this Agreement is not satisfactorily resolved, PLAN and PROVIDER agree to arbitrate such dispute or claim. Arbitration shall be initiated by either party making a written demand for arbitration on the other party. The initiation of the arbitration by written demand must be made within two (2) years of the date upon which the dispute or claim arose. The arbitration shall be conducted in Sacramento County under the provisions of California Civil Code Procedure sections 1280-1294.2 and the Commercial Rules of the Judicial Arbitration and Mediation Association, unless otherwise mutually agreed in writing by PLAN and PROVIDER. PROVIDER and PLAN agree that the arbitration results shall be binding on both parties and judgement on the arbitration award may be

entered in accordance with the above provisions in the Superior Court for Sacramento County. The arbitration shall be the exclusive remedy for the adjudication and appeal of the dispute or claim, and enforcement of the award.

## I. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section H (above) of this Amendment. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Section J below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

## J. Indemnification

Notwithstanding anything to the contrary contained in the Agreement, PROVIDER shall indemnify and hold PLAN harmless against any losses, claims, demands, liabilities, court costs, judgments and expenses, imposed by a court or otherwise incurred by PLAN as a result of PLAN's receipt of IGT MMCRRIs or payment of LMMCRR IGT Payments, under the following circumstances:

- (1) In the event that State DHCS, the Department of Health and Human Services or any other federal or state agency recoups, offsets, or otherwise withholds any monies from or fails to provide any monies to PLAN, or PLAN is denied any monies to which it otherwise would have been entitled, for any reason relating to the Medi-Cal managed care capitation rate increases arising from the Intergovernmental Agreement as such increases flow through the Medi-Cal Agreement between PLAN and the State and this Agreement, including but not limited to:
- (a) State DHCS' failure to treat the IGT MMCRRIs or LMMCRR IGT Payments as set forth in the applicable sections of the Intergovernmental Agreement;
- (b) the failure of the IGT MMCRRI Payments to qualify for federal participation pursuant to 42 C.F.R. part 433, subpart B; or

(c) overpayment of IGT MMCRRI Payments to PLAN by State DHCS, PLAN shall have the right to request a refund of such amounts from PROVIDER.

Upon confirmation, PROVIDER shall issue payment to PLAN within thirty (30) calendar days; however, if PROVIDER does not issue payment to PLAN within thirty (30) calendar days PLAN shall have a right to immediately recoup, offset or withhold any and all such amounts from payments otherwise due to PLAN. Recovery by PLAN pursuant to this section shall include, but not be limited to, reduction in future LMMCRR IGT Payments paid to PLAN in an amount equal to the amount of IGT MMCRRI Payments recovered from PLAN, or by reduction of any other amounts owed to PLAN, including a reduction of other payments owed by PLAN pursuant to any other agreement then existing between the parties;

- (2) PLAN shall pursue an appeal, a lawsuit, or any other available legal action to challenge any recoupment by State DHCS, the Department of Health and Human Services, or any other federal or state agency that is not required by law, unless after consultation with PROVIDER and with good cause, PLAN acting reasonably determines that it is not in the best interest of PROVIDER to do so;
- (3) PROVIDER shall either provide or arrange for legal representation on PLAN's behalf or PLAN shall arrange for its own representation and be entitled to reasonable attorney's fees and costs from PROVIDER for such representation, in addition to any and all other relief to which PLAN may be entitled under the following circumstances:
- (a) If any action at law, suit in equity, arbitration, or administrative action is brought against PLAN by State DHCS, the Department of Health and Human Services, any other federal or state agency or other individual or organization to: (i) enforce or interpret the IGT MMCRRI Payments or SPD Base Rate Increase Payments; or (ii) recoup, offset, or otherwise withhold any monies from PLAN relating to the IGT MMCRRI Payments or LMMCCR IGT Payments; or
- (b) If PLAN brings any appeal, action at law, suit in equity, arbitration or administrative action against the State DHCS, the Department of Health and Human Services or any other federal or state agency to (i) enforce or interpret the IGT MMCRRI Payments or LMMCRR IGT Payments; or (ii) in response to an action described in subparagraph 1 or subparagraph 3(a) above.
- (4) PLAN's obligation pursuant to this Section (J) shall exist irrespective of whether PLAN receives any IGT MMCRRI Payments or pays any LMMCRR IGT Payments pursuant to this Agreement.

## K. Relationship of the Parties

For purposes of this Agreement, PLAN and PROVIDER are and will act at all times as independent contractors. Nothing in this Agreement shall be construed, or be deemed to create, a relationship of employer or employee or principal and agent, or any relationship other than that of independent entities contracting with each other for the purposes of effectuating this Agreement. In no way shall PLAN be construed to be providers of Health Services or responsible for the provision of such Health Services. PROVIDER shall be solely responsible to the Covered Individual for treatment and medical care with respect to the provision of Health Services. PROVIDER may freely communicate with Covered Individuals regarding the treatment options available to them, including medication treatment options, regardless of benefit coverage limitations.

PROVIDER hereby expressly acknowledges its understanding that this Agreement constitutes a contract between PROVIDER and PLAN, that PLAN is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and/or Blue Shield Plans ("Association"), permitting PLAN to use the Blue Cross and/or Blue Shield Service Marks in the state where PLAN is located, and that PLAN is not contracting as the agent of the Association. PROVIDER further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than PLAN, and that no person, entity or organization other than PLAN shall be held accountable or liable to PROVIDER for any of PLAN's obligations to PROVIDER created under this Agreement. PROVIDER has no license to use the Blue Cross and/or Blue Shield names, symbols, or derivative marks (the "Brands") and nothing in the Agreement shall be deemed to grant a license to PROVIDER to use the Brands. Any references to the Brands made by PROVIDER in its own materials are subject to review and approval by PLAN. This section shall not create any additional obligations whatsoever on the part of Plan, other than those obligations created under other provisions of this Agreement.

#### L. Severability

In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions shall be construed liberally in order to effectuate the purposes hereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If one or more provisions of the Agreement are invalid, illegal or unenforceable and an amendment to the Agreement is necessary to maintain its integrity, the parties shall make commercially reasonable efforts to negotiate an amendment to this Agreement and any attachments or addenda to this Agreement which could reasonably be construed not to contravene such statute, regulation, or interpretation. In addition, if such invalid, unenforceable or materially affected provision(s) may be severed from this Agreement and/or attachments or addenda to this Agreement without materially affecting the parties' intent when

this Agreement was executed, then such provision(s) shall be severed rather than terminating the Agreement or any attachments or addenda to this Agreement.

## M. Remittance Information

The IGT-funded payments made by the PLAN pursuant to this Amendment only shall be mailed to the PROVIDER at the address set forth below:

Sacramento Metropolitan Fire District Amanda Thomas, Chief Financial Officer 10545 Armstrong Avenue, Suite 200 Mather, CA 95655

Phone: (916)859-4520 Email: Thomas.Amanda@metrofire.ca.gov

\* Please also provide a copy of an updated W-9

## 2. Term

The term of this Amendment shall commence on July 1, 2018 and shall terminate on December 31, 2022.

All other terms and provisions of said Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged; provided, however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.

## HEALTH PLAN-PROVIDER AGREEMENT

## AGREEMENT TO IMPLEMENT THE 2018-2019 RATE RANGE IGTS

Sacramento Metropolitan Fire District and Anthem Blue Cross

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed personally or by their duly authorized officers or agents.

## **SIGNATURES**

By:	Date:
Paul Pakuckas, RVP II, Prov	ider Solutions, CA Medicaid & Medicare, Anthem Blue Cross
PROVIDER: SACRAMENTO	METROPOLITAN FIRE DISTRICT
BY:	Date:

## HEALTH PLAN-PROVIDER AGREEMENT

#### BY AND BETWEEN

## KAISER FOUNDATION HEALTH PLAN INC.

#### AND

# SACRAMENTO METROPOLITAN FIRE DISTRICT TO IMPLEMENT THE 2018-2019 RATE RANGE IGTs

This Health Plan-Provider Agreement ("Agreement") is made by and between Kaiser Foundation Health Plan Inc., a California nonprofit public benefit corporation, on behalf of its Northern California region, hereinafter referred to as "PLAN", and The Sacramento Metropolitan Fire District hereinafter referred to as "PROVIDER."

#### RECITALS:

WHEREAS, PLAN is a health care service plan licensed under and subject to the Knox-Keene Care Service Plan Act of 1975, as amended, and is a party to a Medi-Cal managed care contract with the California Department of Health Care Services ("State DHCS") to arrange and pay for the provision of covered Medi-Cal health care services to eligible Medi-Cal members, including Medi-Cal members residing in Sacramento County;

WHEREAS, PROVIDER is a special district located in Sacramento California organized and existing under Health and Safety Code § 13800 and provides emergency ambulance transports;

WHEREAS, PLAN and PROVIDER desire to enter into an Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from the Sacramento Metropolitan Fire District "GOVERNMENTAL FUNDING ENTITY" to State DHCS to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

## 1. IGT Capitation Rate Range Increases to PLAN for the 2018-19 IGT

#### A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer

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of Public Funds, #18-95675, effective for the period of July 1, 2018 through June 30, 2019 for Intergovernmental Transfer Medi-Cal Managed Care Rate Increases ("IGT MMCRRIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with Paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range ("LMMCRR") IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

## B. Health Plan Retention

- (1) As compensation for its administrative services in connection with this Agreement, PLAN shall retain a five percent (5%) administrative fee based on the total amount of the IGT MMCRRI received from State DHCS. Each provider's share of the five percent (5%) fee shall be calculated based on that provider's proportionate share of the LMMCRR IGT payment made by PLAN in Sacramento County.
- (2) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those specified above.

## C. <u>Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT</u> <u>Payments</u>

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

- (1) Remain a Medi-CAL enrolled provider for ambulance transport services;
- (2) Remain in material compliance with its obligations under the Provider; Agreement and applicable law; and
  - (3) Not issue a notice of termination of this Health Plan- Provider Agreement.

## D. Schedule and Notice of Transfer of Non-Federal Funds

PROVIDER shall notify PLAN when funding has been made pursuant to the Intergovernmental Agreement within five (5) business days of such transfer.

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## E. Form and Timing of Payments

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

- (1) Subject to Paragraph 1.K below, PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER.
- (2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than thirty (30) calendar days after PLAN's receipt of each IGT MMCRRI from State DHCS.

## F. Consideration

- (1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:
- (a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.
- (b) To the extent that total payments received by PROVIDER for any State fiscal year under this Agreement exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.
- (2) For purposes of subsection (1) (b) above, if the retained LMMCRR IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

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(3) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds, will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other intermediary organization. Payments made under the terms of this Agreement constitute patient care revenues.

## G. PLAN's Oversight Responsibilities

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN shall request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

## H. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible and permitted by law on behalf of the safety net in Sacramento County.

#### I. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with Section H (above) of this Agreement. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Paragraph 1.J below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within (30) calendar days of the PLAN's identification of such underpayment.

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## J. Indemnification

PROVIDER shall defend, indemnify and hold PLAN, its affiliated and related entities, and its and their respective officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PROVIDER, its officers, employees or agents.

PLAN shall defend, indemnify and hold PROVIDER, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims or injury or damages are caused by or result from the negligent or intentional acts or omissions of PLAN, its officers, employees or agents.

#### K. Severability

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid and the remaining provisions of this Agreement shall remain in full force and effect, and to the extent the provisions of this Agreement are severable.

## L. Status of Contractor

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this agreement. Each party is entirely responsible for compensating staff, subcontractors, and consultants employed by that party. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between PLAN and PROVIDER or any of either party's employees, agents, consultants, or subcontracts. Each party assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. Each party, its agents, employees, consultants, or subcontractors shall not be entitled to any

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rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

## M. Remittance Information

PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using electronic funds transfer; PROVIDER agrees to supply PLAN with all information and materials required for this method of payment.

## 2. Term

The term of this Agreement shall commence on July 1, 2018 and shall terminate on December 31, 2022.

## **SIGNATURES**

PLAN: Kaiser Foundation Health Plan, Inc.	
Ву:	Date:
Nathaniel L. Oubre, Vice President, CA Medi-Ca	al and CHC
PROVIDER: Sacramento Metropolitan Fire Dist	rict
Ву:	Date:
Todd Harms, Fire Chief	



Fire Chief

## Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

DATE:

July 11, 2019

TO:

**Board of Directors** 

SUBJECT: Enterprise Resource Planning System Scope Change

#### SUMMARY

The identification of complex requirements for the Human Resources, Payroll, and Time Entry elements of the District's implementation of the Oracle Cloud Enterprise Resource Planning (ERP) System has necessitated a change in scope of the implementation services provided.

#### **BACKGROUND**

In August 2018, the Board of Directors authorized the Fire Chief to enter into an agreement with Applications Software Technology, Inc. (AST) to implement an Oracle Cloud Enterprise Resource Planning (ERP) System. The implementation plan included three phases, as follows:

- Phase 1 (August 2018-April 2019): Financials, Procurement, and Projects
- Phase 2 (September 2018-April 2019): Budgeting
- Phase 3 (December 2018-August 2019): Human Resources, Payroll, and Time Entry

The Statement of Work included in the agreement was based on a preliminary understanding of the District's business processes and requirements relative to the standard functionality of the Oracle software. The initial stages of each Phase include a thorough definition of requirements and a detailed modeling of those requirements within the software.

Phases 1 and 2 have been in use by the District since March 2019. Phase 3 implementation is ongoing.

#### DISCUSSION

Over the course of the Phase 3 implementation, which has included defining the District's business requirements and modeling those requirements within the Oracle software, it has become clear that extensions to the standard features and functions of the software are necessary to meet the District's requirements for

Human Resources, Payroll, and Time Entry. The additional scope includes development and testing of:

- Up to 75 fast formula software customizations related to payroll calculation, time entry, and benefits
- Up to 15 custom reports
- Up to 5 additional custom roles

Other additions to scope include extended interface development with CaIPERS and Telestaff, staff training on the Oracle Transaction Business Intelligence reporting tool, and additional complex configurations and support.

The additional configuration and customization, combined with an aggressive initial timeline, has resulted in the need for additional implementation services and a recommended 3-month extension to the Phase 3 timeline.

#### **FISCAL IMPACT**

The increased scope associated with the Phase 3 extension results in estimated additional AST implementation resource hours of 3,090, increasing the overall projected implementation resource cost (Phases 1-3) from the original \$2,014,800 to \$2,331,450, for a projected additional cost of \$316,650.

The contract will continue to be billed on a time and materials basis, and the District will only pay for hours actually used. Travel expenses will be billed in addition at actual cost, estimated at \$45,000 for approximately 30 trips.

The cost of the additional implementation services is included in the District's FY 2019/20 Preliminary Budget.

#### RECOMMENDATION

Staff recommends the Board of Directors authorize the District's Project Manager to approve the attached Statement of Work Addendum.

Submitted by:

Amanda Thomas

Chief Financial Officer

Approved by:

Greg Casentini

Deputy Chief, Administration

Attachment: Statement of Work Addendum – Sacramento Metro Fire Oracle Cloud Implementation

# Statement of Work Addendum Sacramento Metro Fire Oracle Cloud ERP Implementation

File Name:

Statement of Work Addendum

Version:

1.0

**Release Date:** 

6/2/2019

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## 1. Background

The Statement of Work includes a stated objective "to implement the Oracle Cloud Applications without any modifications and as per the features and functions provided by Oracle. This may require changes in certain business processes and operating procedures".

Over the course of the Phase 3 Oracle HCM Cloud implementation it has become clear that extensions to Oracle Cloud applications to gain operational efficiencies and avoid sub-optimal workarounds, is in the best interest of the District. The District requirements for the management of human capital are extensive and complex in some areas. It is necessary to implement a large volume of custom fast formulas and extend the level of Configurations which in beyond typical for an "out of the box" implementation customer of the Oracle Cloud Applications.

## 1.1 Project Recommendation

The Phase 3 implementation has been significantly challenging due to the complex business requirements and the need to maintain the current processes. The complexity, in addition to an aggressive implementation timeline requires extension to support the project needs to date.

AST is recommending the extension of the timeline for 3 months to accommodate the significant number of additional modifications complex solutions and custom fast formulas. The extended time will allow for AST to provide increased services to meet the additional scope and a reasonable time for the District personnel to validate the system.

The scope changes that have been identified are indicative of the need to provide a new baseline of resources and timeline.

## 1.2 Project Scope

## 1.2.1 Oracle ERP Cloud Applications planned for Phase 3 Implementation

The project scope constitutes the implementation of the software applications and packages identified in table 1.2.1. The business requirements shall be based on the functional matrix attached (Appendix 6 – RFP Business Requirements), subject to the scope of work identified in this document and available functionality in the application modules listed in table 1.2.1 (Scoped Software Footprint). The specific business processes/business requirements shall be reviewed and finalized during the Define/Model stage of each phase of the project.

Taleo module will not be implemented by Metro Fire and is removed from scope.

Table 1.2.1: Scoped Software Footprint

Oracle Application Module	Phase
Oracle Fusion Human Capital Management Base Cloud Service	3
Oracle Fusion Payroll Cloud Service for United States	3
Taleo Talent Acquisition Cloud Service	Removed from Scope
Oracle Fusion Time and Labor Cloud Service	3

## 1.3 Phase 3 Project Timeline

The following is the projected timeline for Phase 3 key tasks and milestones. The detailed Project schedule for Phase 3 will be adjusted in the project plan to reflect the plan. The original projection was a go-live of HR, Benefits Administration, Time Entry, Taleo Talent Acquisition and Payroll to begin in December of 2018 and go-live in July of 2019. The new project is HR, Benefits Administration, Time Entry, and Payroll to begin in December of 2018 and go-live in October 1 of 2019.

Table 1 Revised Timeline

Activity	Start Date	End Date
Sprint 2 – Continuation	5/13/2019	5/24/2019
System and Integration Test	06/17/2019	07/03/2019
Parallel Payroll Test	07/02/2019	08/02/2019
User Acceptance Test	08/05/2019	08/31/2019
Train the Trainer	08/26/2019	08/31/2019
End User Training	09/02/2019	09/20/2019
Go Live – Time Capture	09/23/2019	09/23/19
Post Production Support	10/1/2019	12/1/2019

## 2. Scope of Services

This section describes the changes to the scope of services associated with the addendum to the SOW for the implementation of the Oracle Cloud ERP HCM applications.

## 2.1 Interface Development

AST and the District have identified changes to the interfaces from the original documented scope. The changes include additions, deletions and modifications to interfaces.

The original SOW scope defined "AST shall be responsible for developing the ERP Cloud portion of the interface and the District shall lead the work effort on the third party/legacy system components."

There is a limitation of interfacing the Telestaff vendor and the customizations required for CalPERS reporting which cannot be supported in Cloud. As a result, AST will assume responsibility for extending the District's implementation of these interfaces beyond the Cloud environment and provide the necessary knowledge transfer to the District for supporting the environment. Under a separate change, the District is procuring services and licenses to implement Oracle Software as a Service and Integration module.

Table 2 details the Scope changes for the interfaces.

Table 2 Interface Scope Change

Interfacing the District Applicatio n	Application Description	Frequenc Y	Inbound/Outbound To /From ERP Cloud	Comments
CalPERS	Employee benefits information	Manual	Outbound from Benefits Change: Previously outbound from HR	HR data required for CalPERS.
Telestaff	Employee information – Scheduling and Leave Accruals	Daily	Outbound from Absence Management Change: Previously outbound from Payroll	Leave earnings
Telestaff	Employee Absence Records	Daily	Outbound from Telestaff New	Line Telestaff leaves recorded (required to support leaves and changes to leaves for the Line Staff)
Imagetrend	Fire Records management system Fire Event Information Training Records	Daily	Outbound from HR Removed	New Employee Information
ADP	ADP Interfaces	Monthly	Outbound from Payroll  New  AST is providing implementation support at no additional cost to Metro for this interface	Electronic Tax Filing for Periodic, Quarterly and Yearly - (required for tax filing)

AST will work with the District to further review integration requirements and then determine the best method of interfacing data to and from the District third party applications to the Oracle ERP solution.

#### 2.2 Data Conversion

The District has a significant number of unique workday schedules that are necessary to support the operations. Converting the data is necessary as manual creation of the data is laborious and error prone. The table below is a new data conversion item that is required.

Table 3 Data Conversion Scope Change

Area	Data Type	Description
Time and Labor	Work Schedules  – Up to 50 schedules	Includes Calendar events, shifts, workday patterns, schedules, schedule employee assignments
This conversion	on will be removed	from scope as it is no Longer needed as Taleo will not be implemented.
Recruitment	Open Job Requisitions	Load all active Job Requisitions to Taleo

## 2.3 Reporting

## 2.3.1 Custom HCM Reports

The District and AST identified additional custom reports that will facilitate key operational business processes. Table 4 list the additional custom reports that have been identified during the define and modeling stage of Phase 3. Additional reports may come into Scope as the project matures and reports may be replaced by out of the box or shared reports with Oracle Cloud upgrade. AST can include up to 15 custom reports of medium complexity with the current resourcing. The requirements for each report will be detailed as part of delivery.

In addition to the custom reports AST will provide training on the Oracle Transaction Business Intelligence specific to the Human Resource Cloud modules included in the implementation to 10 Metro staff.

Table 4 Custom Reports

Module	Report Title	Description	
Payroll	State Controller Compensation Report	Required for auditing by the State Controller and will include all compensation details by employee	
HR	New Hire Report		
Absence	Protective Sick Leave Report	Daily scheduled report for all employees that provides the amount of sick leave accrued for the year, the current sick leave A Bank balance, and the amount of protective sick leave used. The protective sick leave is calculated as 50% of the ANNUAL accrued sick leave for the current calendar year.	
Payroll	Payroll Essentials Report	All the required fields recover to the many Harrist College	
Payroll	Time Card Details Report (Source=Time Card)	List of all Time entry details for auditing purpose and validation before payroll run	

Module	Report Title	Description
Payroll	Time Card Details Report (Source=Payroll)	List of all Time entry details for auditing purpose and validation before payroll run
HR	Employee Pay Details Including Incentives	Employee Salary plus Incentives Details for HR Department. This will include Metro Fire calculated incentives earned for salary.
Payroll	Vacation Accrual Liability Report	Vacation Accrual Liability as of given date (Accrual Balance is multiplied by the Hourly Rate as Metro uses this value for payment of vacation)

## 2.4 Customizations/Modifications

The District is bound by union agreements that make it necessary to extend the Oracle solution to support current practices. The solution targets the elimination of manual, error prone processes and provides more efficient methods for managing Payroll, Time recording, Employee Absences, and Benefits.

The customization and modifications that require change based upon District required practices are detailed in the following sections. The changes are interrelated and may include multiple modules.

## 2.4.1 Fast Formula Extensions

Many additional HCM requirements in the areas of Time and Labor, Payroll and Absence Management will require customized fast formulas. The scope will include up to 75 fast formulas in total. Currently, 69 fast formulas have been identified.

Change	Description	Solution
Addition of Component Pay	Oracle provides for inclusion of component pay. The component pay is not considered part of an employee's base salary. The District has a requirement to include the components (certifications achieved by the employee) as part of the base salary calculation. The District also requires an increase in the amount of the component pay consistent with salary increases. The Oracle Payroll application accommodates only a fixed amount or percentage change to the supplement to salary. The District requirements are not supported "out of the box".	The Oracle calculation of the hourly rate for a salaried employee using the base salary to include components does not meet the District's requirements. After review and discussion, the solution will require the following additional scope of services.  All hours-based pay elements will need to be customized to derive the Hourly Rate using Components (Absence, Time and Labor, Telestaff, Payroll). These fast formulas will evaluate the net change of the base pay increase and increment the component rate based on the same criteria.  This change requires in excess of 25 fast formulas to be developed. This number will increase as new and absence types are added.
Payroll FLSA Adjustment Calculation	The District union contracts require unique FLSA adjustment This involves complex business rules to be built in	Business logic involves actual working hours, Overtime hours, component pay, holiday pay and other pay types. Additional and separate

Change	Description	Solution
	order to automate the payment. This will be ongoing process to support a non-standard FLSA implementation.	fast formulas will be required to support the business logic.  This change requires fast formulas to be developed
PERS Retirement limits	Public Employee Retirement System calculation in payroll should consider eligible earnings and Yearly Limits for deductions in order to make the deductions automated and stop the deductions as soon as they reach max yearly limit.	Additional and separate fast formulas will be required to support the business requirement.
Time and Labor Hours type validation	The District has identified multiple groups for time reporting. Time that can be reported for one group, does not necessarily apply to all groups.	Hours type validation to ensure some timecard codes cannot be entered by some groups  This change requires extended time entry rules and fast formulas to be developed
Overtime for a 9 workday 80-hour schedule compliant with FLSA rules	The District maintains many variations of a 9x80 schedule that can apply to anyone. The maintainability of standard Oracle configuration is not feasible due to the volume and rate of schedule changes	This change requires complex fast formulas to be developed for multiple employee groups
Overtime and Compensatory time Threshold	The District maintains special rules for compensation of overtime to be compliant with union agreements	Fast formulas required for multiple schedules to calculate compensatory time for overtime worked based on a threshold ceiling.
Partial Period Formulas for accruals	In order to meet specific District rules for compensating employees that begin, change or end employment within a pay cycle it is necessary to extend Oracle standard functionality	Proration fast formulas will be developed for accrual plans.
Length of Service criteria for compensation of accruals	The District has criteria that compensates employees with accruals of absence plans based on special bridged service dates.	Fast Formulas will be developed to support the unique LOS rules
Hours type validation	The District has a requirement for entering time based on a minimum or maximum criterion for the day and/or week.	This will require development of fast formulas and rules
HR Longevity Date	The District has longevity date rules that are unique as the practice is to exclude time spent in certain positions	This will require development of fast formulas.  Manual entry would eliminate the need for the fast formula, but it would require ongoing manual updates as employees move in and out of eligible positions.
Restrict Grade Step Progression by Ceiling Step	The District has rules to limit Grade Step progression when the ceiling is reached based on promotion. Out of the box	This will require development of fast formulas. This is a known product behavior with the Grade Step functionality. The only way to stop the progression is to utilize the fast formula

Change	Description	Solution
	Oracle continues progressing to the next Grade.	for Metro specific rules.
Medical Plans Based on County in Home Address	Eligibility for Plans in CalPERS is based on home and work addresses. Oracle does not base plan eligibility on County of residence or work addresses	This will require development of fast formulas
People Group Criteria	Benefit Plan eligibility needs to be based on a designation of employees of Safety, Miscellaneous and PARS	The plan eligibility profile does not offer the People Group Key Flex Field (KFF) as a selectable choice when creating the criteria. The only way to get to the People Group KFF is to use a fast formula.
Benefit Post- election edit rules	Spouse life coverage needs to be limited to 50% of employee life plans	This will require development of a fast formula to enforce enrollment rules in Oracle (included employee Benefits Self Service).
Benefit Termination	The District has special rules for terminating life events. Specifically, for retirement and employee death.	Per Metro Fire's requirements, benefits should end on the last day of the next month following an employee's separation. And when an employee retires, the coverage should end on the last day of the month in which he/she retires. The only way to know the reason of termination is to have separate life events trigger based on the leaving reason. Fast Formulas are needed to return the leaving reasons.

## 2.4.2 Custom Roles

The Statement of Work included development of 5 custom roles. Phase 1 implementation included 5 custom roles. The Phase 3 scope will include up to 5 additional custom roles. Two additional custom roles have been identified for Phase 3.

Table 5 Custom Roles

Role	Description	Solution
Payroll View Only	The HR Team should be able view Elements but not allowed to edit/modify	Development of a view only custom role for Payroll elements
HR Specialist View Only	Payroll Team should be able to View HR data but not allowed to edit/modify	Development of a view only custom role for HR data

## 2.4.3 Custom Workflows

Per the Statement of Work, only seeded workflows will be supported, and the available configuration of those workflows is included in the scope of this offering.

Table 6 Custom Workflows

Workflow	Description	Solution
OTL Timecard Approval Rules	Out of the box Oracle delivered OTL Workflow is Auto approval for hours under 40. If over 40, it is routed to the Line	Modify the work flow to include approval routing for time worked under 40 hours

Description	Solution	
Manager for approval. This does not meet District requirements.		
	Manager for approval. This does not meet	

## 2.4.4 Complex Configurations and Support

There are a number of complex configurations required due to some unique requirements of the District. These configurations far exceed to normal consulting effort to complete and support. Details of these items are included below.

**Table 7 Configurations** 

Practice	Description	Solution
Salary Payroll tracking	Oracle best practice is to designate dollar values for exception pay, including sick time, unpaid time and vacation time for salary employees. The District has a requirement to track and accrue leave, but does not want the Payroll module to calculate the dollar amount associated with the leave for salaried employees. Hourly employees require the tracking.	This practice requires complex solutions and manual work arounds in several areas including unpaid leave scenarios (workers compensation, military, etc.), payroll costing, the sell back and cash out of leave time. This requires additional configuration effort for the required Payroll elements and Absence Management plans.
Grouping of Employees	The District groups employees for Absence plans based on position. The plans are not distinct by bargaining agreement as outlined in the RFP requirement. "the Supports multiple employee groups with different MOU requirements and benefits (e.g. differing leave accrual level, differing premiums, etc.).	The categorization solution is a grouping of the positions which has expanded the number of plans. In addition, the non- payment of salary employees for leave requires separation of all hourly plans from salary plans.
CalPERS Benefit Plans	CalPERS benefit plans are offered by employee zip code or work zip code. Due to the number of work locations (fire stations) and home locations this resulted in approximately 100 benefit plans that need to be configured. Although many of the plans do not have enrollment it is necessary to offer all of them. This far exceeds the standard level of benefit plans for a typical Oracle Cloud Customer requiring extensive additional configuration and testing efforts	The Scope will include up to 120 plans to support Benefit requirements.
Time Entry Process	The District's current time entry processes are changing with the Oracle implementation. The process of entering time and approving time for some employees will be new policies within the District that need to be documented, supported and communicated. The time necessary to solidify the new process has led to delays in the Sprint.	The Scope includes the creation of up to 8 timecards to accommodate the various business practices for entering time

## 2.4.5 Custom Extensions

To meet 2 requirements AST must create custom programming within the integration process between Oracle and the external applications of Telestaff and CalPERS. These extensions are detailed below.

Table 9 Custom Extensions:

Change	Description	Solution
Sick Leave Overtime Adjustment Rule for Telestaff Employees	Telestaff does not have the ability to adjust overtime based on sick time absences.	The adjustments will need to be done in custom code prior to interfacing to the Oracle Cloud.
Unpaid Leave of Absence & Workers Compensation Leave	Oracle best practice is to designate dollar values for exception pay, including sick time, unpaid time and vacation time for salary employees. The District has a requirement to track and accrue leave, but does not want the Payroll module to calculate the dollar amount associated with the leave for salaried employees. Hourly employees require the tracking. An unpaid leave of absence may result in partial payment of salary. CalPERS reported earnings will require proration of the salary components	Proration of Components Pay will be done in CalPERS interface

## 3. Project Costs, Resources and Payment

The project is established with a T&M based fee schedule for the implementation services. It is recommended that the addition of Scope will change the resource requirements and the new projection for Phase 3 is provided below

## 3.1 Resource and Cost Estimates

The cost of the extended implementation from the original timeline of 8 months to the revised 11-month implementation for the original stated scope and the detailed changes in this document is projected to be approximately \$ 316,650 (Three hundred and sixteen thousand and six hundred and fifty dollars). Travel costs have not been included in the above fee estimates and will be billed as per actual cost incurred.

The table below details the required the current resource plan and the revised resource plan to accomplish this revised scope and timeline by track. AST project management may change the resource plan based on the project requirements.

Table 5.1	Project Resource Projection				Resource Projection Revised		
Role	Location Hours Rate Co		Cost	Revised Hours	Revised Cost		
Project Management	Onshore	800	\$165	\$132,000	1,160	\$191,400	
Functional	Onshore	7,480	\$165	\$1,234,200	8,130	\$1,341,450	
Technical	Onshore	2,440	\$165	\$402,600	2,840	\$468,600	
Functional	Offshore	1,080	\$50	\$54,000	1,080	\$54,000	
Technical	Offshore	3,840	\$50	\$192,000	5,520	\$276,000	
Total		15,640		\$2,014,800	18,730 \$2,331,450		

The additional travel related costs are estimated at \$45,000 (Approximately 30 trips).

## 4. Approvals

Approvals:				
Name	Title	Initials	Date Approved	
Sherri Martucci	Metro Fire Cloud Enterprise Project Manager			
Lisa Fliam	AST Project Manager			



## Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

DATE:

July 11, 2019

TO:

Fire Chief

**Board of Directors** 

SUBJECT:

Election of Representative to the California Special District Association (CSDA)

**Board of Directors** 

#### TOPIC

Cast ballot to elect a candidate to serve as a representative for California Special District Association (CSDA) Board of Directors Sierra Network, Seat B.

#### DISCUSSION

Each of CSDA's six geographical networks has three seats on the Board. Each candidate is either a board member or management-level employee of an independent special district located in the geographic network they seek to represent. Each District in good standing shall be entitled to vote for one (1) candidate to represent its network.

This year, CSDA has opted for electronic voting. The electronic ballot has been emailed to Chief Harms, with all votes due no later than 5:00pm on August 9, 2019. The governing Board of Metro Fire may cast their ballot for one candidate by voting at an official public meeting. The selection of the candidate must be by a majority vote of the Board. Choose one of the following candidates:

Cinthia Saylors – Sacramento Metropolitan Fire District Ginger Root (Incumbent) – Country Club Sanitary District Chris Burns – Reclamation District 1000 Jessica Dias – Fulton-El Camino Recreation District Jerry Gilmore – Truckee Sanitary District Patrick Larkin – Cordova Recreation and Park District Nancy Mora – Groveland Community Service District

The candidate who receives the most votes will be elected with terms of office commencing in 2020 and expiring in 2022.

#### RECOMMENDATION

Staff recommends the Board select Cinthia Saylors to be voted for as the representative for the California Special District Association (CSDA) Board of Directors Sierra Network, Seat B.

Submitted By:

Melissa Penilla Clerk of the Board

Attachments: CSDA Ballot Material

Serving Sacramento and Placer Counties

## Electronic Ballot - 2019 CSDA Board of Directors Election, (Seat B) Sierra Network - Term 2020-2022

## Please vote for your choice

Choose one of the following candidates:

- Ginger Root\* Country Club Sanitary District
- Chris Burns Reclamation District 1000
- Jessica Dias Fulton-El Camino Recreation District
- · Jerry Gilmore Truckee Sanitary District
- Patrick Larkin Cordova Recreation and Park District
- Nancy Mora Groveland Community Service District
- Cinthia Saylors Sacramento Metropolitan Fire District



## 2019 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: Cinthia Sayla	or 5
District/Company: Sucrume	nto Metropolitan Fire
ritle: Director, Divi	Sion 1
Elected/Appointed/Staff:	red
ength of Service with District: Firs	t elected 12/2018
. Do you have current involvement with workshops, conferences, Governance	I. 000 t d
Have you ever been associated with a	any other state wide accesion
NIA	any other state-wide associations (CSAC, ACWA,
NIA	
NIA	
List local government involvement (sue etc.):	

\*\*Candidate Statement - Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after April 17, 2019 will not be included with the ballot.

## CANDIDATE STATEMENT FOR CINTHIA SAYLORS

My name is Cinthia Saylors. I was elected as Director for the Sacramento Metropolitan Fire District, Division 1, in December 2018. I served the public for nearly 24 years with the City of Sacramento Fire Department, retiring in 2011. I love and understand the fire service, and held many ranks while working. I spent my career doing and learning as much as I could about the job, the brother/sisterhood, and the changes technology brought and are still bringing to the job. I have put out fires, sat on committees with Chiefs, and testified during court trials.

In addition to my professional career, I have lived in the Rio Linda/Elverta area for nearly 30 years. I love the rural feel of the area and my horses like it too. I have witnessed the changes within our community, and the growth of the population in a rural community and the changes that growth brings. That knowledge and understanding will further assist me if elected to serve as the Board Member for CSDA's Sierra Network.

With my background, training, and experience I know I can be an effective Board Member for the California Special District Association. As an elected member of a special district, I know that agencies like CSDA help local leaders magnify their positions and give them the tools to be successful. I want to be a part of that!

Thank you for reading this and thank you for your vote.



2019 GSDATBOARD GANDIDATE INFORMATION SHEET
The following Information MUST accompany your nomination form and Resolution/minute order:
Name: Conger Root
District/Company: Country Club Savitary District
Title: GM Clerk of the Board
Elected/Appointed/Staff:
Length of Service with District: 20 + Years
Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):
CSDA Board representative
Audit Committee (Chair) Finance Committee
2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):
<ol> <li>List local government involvement (such as LAFCo, Association of Governments, etc.):</li> </ol>
4. List civic organization involvement:

\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after April 17, 2019 will not be included with the ballot.



# 2019 CSDA BOARD CANDIDATE INFORMATION SHEET The following information MUST accompany your nomination form and Resolution/minute order:

Name: GINGER ROOT District/Company: LINCOLN RURAL COUNTY FIRE PROTECTION DISTRICT Title: \_\_\_ CAO / CLERK OF THE BOARD Elected/Appointed/Staff: Length of Service with District: \_\_02/05/1975\_TO\_PRESENT\_\_\_\_\_ 1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.): DIRECTOR FOR CSDA - AUDIT COMITTEE - FISCAL COMMITTEE 2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, NO 3. List local government involvement (such as LAFCo, Association of Governments, 4. List civic organization involvement:

<sup>\*\*</sup>Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after April 17, 2019 will not be included with the bailot.

## Sierra Network Seat – B Candidate Statement – Ginger Root

I have worked with Special Districts since January 1, 2976 as a Board Clerk, and now a CAO for three Fire Districts, Board Clerk for a fourth Fire District, and a Board Clerk and GM for a Sanitary District. in San Joaquin County. I am a nonvoting member of the three Fire District Boards of Directors. I was Treasurer of the San Joaquin County Fire Chiefs Association for 27 years. I worked with the Special Fire Districts as a participant and a discussion contributor when writing SB 515 the "Fire Protection District Law of 1987". I have been a member to the CSDA Board for three terms and two appointed years. I served as Treasurer for two years. California Special Districts Association is growing and developing in a very positive way and I am privileged to serve on the Board and would like to continue to do so this coming term. I respectfully request that you support me and vote for me.

Thank you, Ginger Root



## 2019 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: Chris Burns
District/Company: Reclamation District 1000
Title: Trustee.
Elected/Appointed/Staff: Nove 2017
Length of Service with District: 1.5 q-ears
<ol> <li>Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):</li> </ol>
2018 CSDA Annual Conference - Indian Wells.
CSDA Gold Country Regional Chapter Workshop Jun 20
2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):
Notas amember or elected, but have worked with many
during my career- RCRC, CSAC, League and ACWA
3. List local government involvement (such as LAFCo, Association of Governments, etc.):
Sacramento Acea Flood Control Agency
4. List civic organization involvement:

<sup>\*\*</sup>Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after April 17, 2019 will not be included with the ballot.



Chris Burns
Candidate for Sierra Network Seat B
Board of Directors
California Special Districts Association

## **Endorsed by:**

- Senator Jim Nielsen
- Stanislaus County Supervisor Tom Berryhill
- Stanislaus County Supervisor Kristin Olsen

Chris will bring over 25 years of Legislative experience and perspective to the CSDA Board of Directors. He wants to use his experience to help CSDA staff and members outreach and advocate for special districts before the Legislature.

He has lived in the Sacramento region for over 30 years where he began working at the California State Legislature after graduating from the University of California Davis with a political science degree. He was elected to the Reclamation District 1000 Board of Trustees in November 2017.

Chris understands the unique role special districts play in providing vital services to our communities. He has worked in various positions for many Legislators who represented rural areas in Calaveras, Stanislaus, Amador, Tuolumne, Kern, San Luis Obispo, and San Bernardino Counties.

In addition to his work on legislation and budget issues, he currently serves as a Consultant to Senators serving on the Senate Rules Committee. In this capacity, he evaluates the Governor's Agency Secretaries, Department Directors and other boards and commissions appointees such as CAL FIRE, State Water Resources Control Board, and the Secretary of the Natural Resources Agency. He advises Senators on the competency of the Governor's appointee and recommends if they should be confirmed.

Please contact Chris with any questions: <a href="mailto:CBurns@RD1000.org">CBurns@RD1000.org</a> or 916.600.8426.

## Voting Begins June 17<sup>th</sup> and ends August 9, 2019

Districts will be emailed their ballot on or before June 17<sup>th</sup>. Any questions on the ballots and voting, contact Amber Phelen at CSDA. amberp@csda.net

## CSDA Sierra Network consists of the following Counties:

Alpine, Amador, Butte, Calaveras, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Sierra, Stanislaus, Tuolumne, Yuba.



## 2019 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information if UST accompany your nomination form and Resolution/minute order: Comino Rec District Elected/Appointed/Staff: Length of Service with District: 1. Do you have current involvement with CSDA (such as committees, events. workshops, conferences, Governance Academy, etc.): 2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.): 3. List local government involvement (such as LAFCo, Association of Governments. etc.): 4. List civic organization involvement:

\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after April 17, 2019 will not be included with the ballot.

## Candidate Statement Jessica Dias -Fulton El Camino Recreation and Park District Director

I'm new to public service, but not to leadership roles. I've spent the last 20 years in the insurance industry in a variety of leadership positions; both executive and strategic. In the past year that I have served on the Board of Directors for Fulton-El Camino Recreation and Park District, I have been amazed and humbled by the ingenuity, passion and commitment of our special district. I have no doubt these qualities exist across all special districts in California. While I am still learning, I'd bring a fresh perspective and strong leadership skills to this role. I look forward to learning more about all independent special districts inside and outside the Sierra network and supporting your district as a Board Member for the CSDA.



	2019 CSDA BOX	ARD CAN	(D)ID/ATTE	MEDEL	ATION	OME E
The foll	owing information MUS	T accompan	V Vour nomir	ation form	AHUN	OU SEI

The following information MUST accompany your nomination form and Resolution/minute order:
Name: JERRY GICMORE
District/Company: TRUCKEE SANITARY DISTRICT
Title: DIRECTOR
Elected/Appointed/Staff:
Length of Service with District: 25 YEARS
<ol> <li>Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):</li> </ol>
ATTENDANCE AT ANNUAL CONFERENCES
<ol> <li>Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):</li> </ol>
CASA (CALIFORNIA ASSOCIATION OF SANTIATION ASCUCIES)
CSRMA (CALIFORNIA SANTAMON RISK MANNACEHENT AUTHORING)
3. List local government involvement (such as LAFCo, Association of Governments,
5 YEARS ON CONGRESSMAN TOM M'CUNTOCKS' MILITARY ACADEMY ADMISSIONS REVIEW BOARD
MILITARY ACADEMY ADMISSIONS ROVIOW BOARD
4. List civic organization involvement:
CIVIL BIR PARROL - BOTH SENIOR + CADET PROSERING
US NAVAL SEA (A) ST SIGNING ASSESSED
US WOAST GUARD HUXILIARY - PAST DIVISION PONCH ASIDING
**Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after April 17, 2019 will not be included with the ballot.

# CSDA BOARD OF DIRECTORS NOMINATION/CANDIDATE'S STATEMENT JERRY L. GILMORE/TRUCKEE SANITARY DISTRICT

My name is Jerry Gilmore. I am submitting this application to represent the Sierra Network on the CSDA Board of Directors.

I have served on the Truckee Sanitary District Board of Directors for twenty five years and was recently re-elected for a seventh term. Our District has received fifteen local and state "Collection System of the Year" awards from the California Water Environment Association, including three "Best of the Best" recognitions and numerous individual and safety awards. I mention these recognitions as a team member of a very successful board.

I am a U.S. Navy, Vietnam veteran and have remained actively involved with military associated organizations over the years, including the U.S. Naval Sea Cadets, Civil Air Patrol, and currently, as the immediate Past Division Commander in the Coast Guard Auxiliary.

I currently serve as a Field Admissions Representative for the United States Merchant Marine Academy at Kings Point, New York. I am also a long-time member of Congressman Tom McClintock's Academy Admissions Review Panel.

My wife, Judy, and I have lived in Truckee for over 40 years. I am a California licensed contractor and own a successful business in Tahoe/Truckee.

I have always made it a priority to be an involved community member. That involvement includes: Town of Truckee Incorporation Committee, CATT formation team, River Oaks Homeowners Board, Glenshire Mutual Water Company Board, as well as many School District programs/committees. After attending numerous CSDA conferences, I have seen the value CSDA brings to the community of special districts, and would like to become more involved.

I understand the commitment and expectations of this position and pledge to live by those standards. I ask for your support.

Thank you,

Jerry L. Gilmore



## 2019 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: Patrick Larkin

District/Company: Cordova Recreation and Park District

Title: General Manager

Elected/Appointed/Staff: Appointed

Length of Service with District: two years and two months

Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

Attended CSDA General Manager Summit and CSDA Conference Attended Ethics training Hosted a park tour for CSDA members and staff Featured article on Heron Landing Park on CSDA website and magazine.

Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

CA Parks and Recreation Society (CPRS) District 2 President

National Park and Recreation Association (NRPA) Certified Park and Recreation Professional

List local government involvement (such as LAFCo, Association of Governments, etc.):

CRPD Board members appointed to:
Sacramento LAFCO- Special District Advisory Committee
CA Association of Recreation and Park Districts (CARPD)
Sacramento County Consolidated Redevelopment Agency Oversight Board
CA Association of Park & Recreation Commissioners & Board Members (CAPRCBM Board)

#### 1. List civic organization involvement:

Rancho Cordova Chamber of Commerce -Leadership Rancho Cordova class 13

\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after April 17, 2019 will not be included with the ballot.



2729 Prospect Park Drive, Suite 230 Rancho Cordova, CA 95670 (916) 842-3300

Patrick Larkin
General Manager
Cordova Recreation and Park District
Candidate Statement

I have been a member of CSDA for 14 years. I have learned a lot from the educational opportunities CSDA provides. The assets I would bring to the CSDA Board of Directors if elected include having strong interpersonal communication and relationship building skills. I will work well with other Board members to set and achieve realistic goals that benefit the CSDA membership. I am an active listener, in that, I believe you can learn a lot more by listening than by speaking. I have a good sense of humor and love to work in high functioning teams. I am also a maximizer. I use this strength to take something good to something superb. I want to hear what the CSDA members want and need and plan to address the wants and needs to best serve as a Board Member representing the Sierra Network.

I enjoy building relationships with others which is the foundation of any successful organization. I am a good coach and mentor and enjoy developing people. I will use my communication strengths to advocate and pull out the wants and needs of the membership and work with the CSDA Board to address them and look to solve problems or issues of concern.



# 2019 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution

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Name:	NANCY	Mora				
District/Co	mpany: Grove		6.	1	I	
Title:	irector /			ices Dist	rict	
	7	Vice-Pre	sident			
Elected/Ap	pointed/Staff:	Appointed				
Length of S	Service with Distr	ict: 14 mon	His			
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2. Have yo League,	u ever been asso	ociated with any of	ther state-wide as	Sociations (CS	AC ACWA	
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April 15, 2019

Nancy Mora Candidate Statement 2019 CSDA Board Candidate

I would like to be considered as a Board Member with CSDA. I am currently a Board Member at the Groveland Community Services District. I joined the Board in February of 2018 after another member resigned. I have always been one to be involved in my community, and figured this was a great way to do just that. During the time I've been serving on the Board, I've worked to learn as much as I can, completing the following courses:

2018 Special District Leadership Academy – April 15-18, 2018 Special Districts Governance Award – March 26, 2019 2019 Special Districts Leadership Academy Advanced Coursework – April 7-10, 2019

A little bit about me. I was born and raised in North Dakota and met my husband there, who was in the military. The Air Force is what brought us to California. While based in Merced, CA we visited this sleepy little town called Groveland, and decided then we would retire here in the mountains. We bought a piece of land in 1986 planning to do just that, moved up here full time in 2016 and love it.

The majority of my career was spent in the printing industry. I worked for a large, commercial printing company located in Merced for thirty years. Most of that time was in Customer Service, first as a representative, then a team leader, and finally as department manager. My husband and I also own two UPS Stores. I realize neither of these relate exactly to water/sewer/fire/park district, but hopefully it shows that I'm a dedicated worker and ideally, that I have a good sense of business.

Thanks in advance for your consideration. Nancy Mora