SAN RAMON VALLEY FIRE PROTECTION DISTRICT
Board of Directors Regular Board Meeting

Wednesday December 18, 2019 – 3:00 p.m.

Dominique Yancey ~ Board President
Don Parker, Board Vice-President ~ Ryan Crean, Director
H. Jay Kerr, Director ~ Matthew Stamey, Director

~MISSION STATEMENT~
In the spirit of our tradition, we strive for excellence, respectfully serving all with pride, honor and compassion.

Meeting location:  S.R.V.F.P.D. Administrative Offices - Boardroom
1500 Bollinger Canyon Road, San Ramon, CA  94583

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. DETERMINATION OF QUORUM AND CONFIRMATION OF AGENDA

4. PUBLIC COMMENT

   Any person may address the District Board on any subject pertaining to District business, which is not listed on the agenda. This comment is provided by the Ralph M. Brown Open Meeting Act (Government Code § 54950 et seq.) and may be limited to three (3) minutes for any person addressing the Board. Please complete a “Request to Speak” form and submit it to the District Clerk.

5. CONSENT CALENDAR

   Consent calendar items are considered routine and are acted upon by the Board with a single action. Members of the audience wishing to provide public input may request that the Board remove the item from the Consent Calendar. Comments may be limited to three (3) minutes.

   5.1  Approve the demand register for the period November 9, 2019, through December 6, 2019 in the amount of $2,202,881.89.
   5.2  Approve the Board minutes from the November 20, 2019 Regular Board Meeting.
   5.3  Approval of salary, payroll taxes and retirement contributions for the month of November 2019 in the amount of $4,558,987.19.
   5.4  Approval of Contract with Concern EAP for Employee Assistance Program.
   5.5  Authorization of payment to the State of California for the Workers’ Compensation Self-Insurance Assessment for Fiscal Year 2019-2020 in the amount of $75,986.00
5.6 **Personnel Actions:**

**Step Increases:**
Approve staff recommendation to award the following step increases, effective January 1, 2020:
1. Public Safety Dispatch Supervisor Stephen Rodwell to Public Safety Dispatch Supervisor, Step 6
2. Public Safety Dispatcher Zachary Schiess to Public Safety Dispatcher 2, Step 4
3. Media Communications and Public Education Analyst Ryan Mahoney to Media Communications and Public Education Analyst, Step 2

6. **SPECIAL ANNOUNCEMENTS/PRESENTATIONS/GENERAL BUSINESS**

6.1 Cardiac Save Recognition
6.2 Display/Tour/Signing of District Pink Heals and Type 6 Engines

7. **OLD BUSINESS**

7.1 Discussion and update of Old Station 32.

8. **NEW BUSINESS**

8.1 Nominations for Board President and Vice-President for 2020.
8.2 Consideration of Suspending Medical Benefit Cap for Active Employees.
8.3 Update on actions taken and results of PG & E PSPS.

9. **CORRESPONDENCE FOR POSSIBLE BOARD ACTION AND/OR REVIEW**

10. **MONTHLY ACTIVITY REPORTS:**

10.1 **Operations Division-Deputy Chief Frank Drayton**
10.2 **EMS – Battalion Chief, John Duggan**
EMS Report of monthly activities.
10.3 **Logistics – Acting Deputy Chief Jonas Aguiar**
Logistics Report of monthly activities.
10.4 **Fire and Life Safety Division – Acting Chief Jonas Aguiar**
Fire and Life Safety Report of monthly activities.
10.5 **Communications Division – Director of Emergency Communications, Denise Pangelinan**
Communication Report of monthly activities.
10.6 **Human Resources Division – Human Resources Generalist, Stacy Tamori Ward**
Human Resources Report of monthly activities.
10.7 **Finance Division – Financial Consultant, Ken Campo**
Finance Report of monthly activities.
10.8 **Fire Chief – Fire Chief, Paige Meyer**
Verbal report on monthly meetings, seminars, committee meetings, and other District related activities.
11. GOOD OF THE ORDER

12. UPCOMING CALENDAR OF EVENTS

- Tuesday and Wednesday, December 24 and 25, 2019 – District Christmas Holiday
- Wednesday, January 1, 2020 – New Year’s Day
- Tuesday, January 7, 2020 – Board of Supervisors Reorganization Luncheon
- Monday, January 20, 2020 – Martin Luther King Holiday (District Floating Holiday)

13. CLOSED SESSION

13.1 Possible exposure to litigation (6 matters) pursuant to Government Code Section 54956.9(d)(2). Facts and circumstances that might result in litigation need not be disclosed.

14. RETURN TO OPEN SESSION

15. REPORT UPON RETURN FROM CLOSED SESSION (if applicable)

16. ADJOURNMENT TO THE NEXT REGULAR BOARD MEETING SCHEDULED FOR WEDNESDAY JANUARY 22, 2020 AT 1:00 P.M.

Prepared by:

Susan F. Brooks, District Clerk

Agenda posted on December 12, 2019 at the District’s Administration Building, Fire Stations 30, 31, 32, 33, 34, 35, 36, 38, 39 and the San Ramon Valley Fire Protection Districts website at www.firedpartment.org.

The San Ramon Valley Fire Protection District (“District”), in complying with the Americans with Disabilities Act (“ADA”), requests individuals who require special accommodations to access, attend and/or participate in District board meetings due to a disability, including but not limited to American Sign Language interpreters, assistive listening devices, transportation to and from the meeting site or other accommodations, may be requested by calling (925) 838-6661 no later than 72 hours in advance of the scheduled meeting time. In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority or all of the Board in advance of a meeting, may be viewed at 1500 Bollinger Canyon Road, San Ramon, California or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact the District Clerk at (925) 838-6661.
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Report Total 2,202,881.89
1. CALL TO ORDER

Board President Yancey chaired the meeting and called for order at 3 p.m.

2. PLEDGE OF ALLEGIANCE

Tim Shannon’s granddaughter led the Pledge of Allegiance.

3. DETERMINATION OF QUORUM AND CONFIRMATION OF AGENDA

There was a quorum and no changes to the agenda. Consent Item 5.5 was pulled and will be brought back at the December meeting.

4. PUBLIC COMMENT

None.

5. CONSENT CALENDAR

Director Stamey moved approval of Consent Calendar items 5.1-5.8 (with the exception of Consent Item 5.5). Director Parker seconded the motion. Motion carried.

6. SPECIAL ANNOUNCEMENTS/PRESENTATIONS/GENERAL BUSINESS


Chief Meyer invited Coordinator Marley to the front and provided his background for those present highlighting his vast experience and certifications. Coordinator Marley expressed how happy he was to be here at the District. The Board welcomed him.
6.2 Recognition of resident Tim Shannon for providing home for recent training.

Battalion Chief Aguiar provided the background of this live fire training that was recently held and introduced Tim Shannon and his family as the District used his property for the training. Chief Meyer presented Mr. Shannon with a plaque from the District. The Board also thanked Mr. Shannon and his family, the took a brief recess for pictures.

At this time in the meeting, Chief Meyer presented Vice-President Parker with his five-year service pin. Vice-President Parker thanked Chief Meyer and the Board.

7. **OLD BUSINESS**

7.1 Open Public Hearing to conduct the second reading of the proposed Ordinance No. 36; Adoption of the 2019 Fire Code.

Deputy Chief Drayton provided the background of this item stating that he and staff have been working with the Town of Danville and the City of San Ramon and that there would be a study session with the local governments at a future date. Board President Yancey opened the Public Hearing. No one came forward. Board President Yancey closed the Public Hearing. Motion by Director Stamey to approve the recommendations outlined in the staff report regarding the approval of Ordinance No. 36. Director Crean seconded the motion. Motion carried by roll call vote.

8. **NEW BUSINESS**

8.1 Adoption of Resolution No. 2019-08 authorizing approval of the Sixth Amended Joint Powers Agreement of the Fire Agencies Insurance Risk Authority and the updated Liability Risk Coverage Agreement.

Human Resources Director Korthamar Wong provided the background of this item stating changes were mainly to reflect the insurance program structure that the pool has today. Motion by Director Parker to adopt Resolution No. 2019-08 authorizing approval of the sixth amended Joint Powers Agreement of the Fire Agencies Insurance Risk Authority and the updated Liability Risk Coverage Agreement. Director Kerr seconded the motion. Motion carried by roll call vote.

9. **CORRESPONDENCE FOR POSSIBLE BOARD ACTION AND/OR REVIEW**

9.1 Director Stamey asked if the District received a thank you acknowledgement from any of the agencies that the District provided its surplus equipment to. Chief Meyer will check with Chief Selover and advise the Board.
10. **MONTHLY ACTIVITY REPORTS**

10.1 Operations Division—Deputy Chief, Frank Drayton
Operations Report of monthly activities

Deputy Chief Drayton provided his monthly report, stating that Type 1 Engine training had occurred as well as 4th quarter Haz Mat training.

10.2 EMS—Battalion Chief, John Duggan
EMS Report of monthly activities.

EMS Battalion Chief Duggan stated that District staff responded to approximately 510 emergency medical incidents since the October Board meeting. Board President Yancey, along with staff attended the EMS Survivor luncheon stating what a very nice ceremony it was.

10.3 Logistics—Deputy Chief Drayton
Logistics Report of monthly activities.

Battalion Chief Aguiar reported that external painting was completed at Stations 38 and 31 and that the Type 5 Engines were due in to the District sometime this week. Board President Yancey would like to look at the engines when they are complete.

10.4 Fire and Life Safety Division—Deputy Chief Frank Drayton
Fire and Life Safety Report of monthly activities.

Battalion Chief Aguiar stated that 92% of inspections have been completed.

10.5 Communications Division—Director of Emergency Communications, Denise Pangelinan
Communications Report of monthly activities.

Director of Emergency Communications Pangelinan stated that staff completed the transition to the new CrewSense staffing software, and that Public Safety Power Shutoff maps were created by staff. Director Kerr stated how useful the maps are.

10.6 Human Resources Division—Director of Human Resources Korthamar Wong
Human Resources Report of monthly activities.

Director of Human Resources Korthamar Wong discussed the recent Firefighter/Paramedic interviews and background checks that occurred, as well as annual flu shots being provided to all staff.

10.7 Finance Division—Finance Consultant Ken Campo
Monthly Finance Report of monthly activities.
Financial Consultant Campo highlighted his monthly report stating that staff met with the District’s property tax consultant discussing 2019/20 tax revenue analysis. Controller Hatfield proceeded with a power point presentation discussing the general fund, ambulance revenue, OPEB and Pension status.

10.8 Fire Chief – Fire Chief, Paige Meyer
Verbal report on monthly meetings, seminars, committee meetings and other District related activities.

Chief Meyer discussed the transition/rotation of Chief Selover and Chief Aguiar, a public safety roundtable he attended as well as town hall meeting with Blackhawk residents. Chief Meyer also informed the board of the upcoming retirement of Pat Frost who has worked with the District on 201/222 rights.

11. GOOD OF THE ORDER

Chief Meyer stated that Human Resources Director Korthamar Wong would be out on maternity leave until May 2020.

Board President Yancey thanked staff for the Fill the Boot event recently held at the City Center and thanked resident Don Reid for donating a wreath from a Dublin San Ramon Women’s Club event to the District.

Director Kerr thanked staff for ordering the useful home window stickers regarding saving pets in an emergency stating that our citizens would appreciate them also.

12. UPCOMING CALENDAR OF EVENTS

The Board and staff reviewed the upcoming calendar of events.

13. CLOSED SESSION

13.1 Conference with Legal Counsel – Possible exposure to litigation (4 matters) pursuant to Government Code Section 54956.9(d)(2). Facts and circumstances that might result in litigation need not be disclosed.

14. RETURN TO OPEN SESSION

15. REPORT UPON RETURN FROM CLOSED SESSION (if applicable)

There was no reportable action with respect to the matters considered in Closed Session.
16. **ADJOURNMENT**

The regular meeting adjourned at 4:10 p.m. The Board adjourned to Closed Session at 4:16 p.m. with the Closed Session and meeting concluding at 4:50 p.m.

Prepared by: __________________________  Approved by: ______________________________

Susan F. Brooks  
District Clerk  

Dominique Yancey  
Board President
# San Ramon Valley Fire Protection District

## Salaries, Payroll Taxes & Retirement Contributions

For the Month of: **November 2019**

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<tr>
<th>Department</th>
<th># Reg Employees</th>
<th>Gross Wages</th>
<th>Payroll Taxes</th>
<th>Retirement</th>
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<th>% of Total</th>
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Agenda No. 5.3
Date: December 18, 2019

To: Board of Directors

From: Natalie Korthamar Wong, Human Resources Director

Re: Approval of New Contract with Concern EAP for Employee Assistance Program

**Background**

The District provides employees, retirees and their eligible dependents with an Employee Assistance Program (EAP) benefit. The EAP provides confidential personal short-term counseling services as well as a referral service for childcare, eldercare, substance abuse resources, legal assistance, etc. In addition, EAP programs provide a valuable tool for supervisors to refer employees in need of professional outside help. The EAP is designed to promote the well-being and welfare of District employees and their families, as well as to support on-the-job productivity.

**Discussion**

The District’s current EAP provider, Concern:EAP, has provided a high standard of service since it was selected as the EAP provider in 2017 following a competitive solicitation process. In 2019, Concern EAP was selected again due to their ability to provide enhanced and innovative services at a competitive cost. Specifically, Concern:EAP was selected due to its creation of a panel of counselors who specialize in treating first responders. We are nearing completion of the first year offering this special panel of counselors and utilization has been increasing quarter over quarter during this year. Concern:EAP has continued to work collaboratively with District staff to create this special panel and has been receptive to recommendations on which counselors our employees would like to see included as part of the special panel.

In addition to the new special panel of counselors, Concern:EAP has demonstrated its ability to provide excellent work-life services. Concern:EAP provides unlimited practical advice through telephonic consultation with managers, timely referral information and educational literature for a wide range of needs including childcare and eldercare, personal counseling, and financial and legal counseling. Furthermore, their website (www.concernhealth.com) continues to provide cutting-edge assessment tools and resources. Lastly, Concern:EAP continues to provide quarterly utilization reports that reflect the services used by the District employees and their dependents. Utilization of EAP services among employees has been strong over the three-year period since Concern:EAP was selected.
Since we are nearing completion of the first year utilizing the first responder counselor panel, Concern:EAP has proposed decreasing the rate by 20% for Dispatch and Safety employees from $25 per employee per month to $20. For Non-Safety employees and Retirees, Concern:EAP has proposed increasing the rate by 5% from $2.83 per employee per month to $2.97 and increasing the number of counseling sessions from 8 sessions per issue per twelve-month period, to 10 sessions per issue per twelve-month period. Lastly, since the first responder counselor panel is still new for Concern:EAP and the District, Concern:EAP is including a provision for mid-contract re-negotiation of fees based on an increase or decrease of more than 10% of utilization. The proposed rates will be guaranteed for three (3) years and retirees will continue to pay 50% of the monthly cost for this benefit.

Overall, the proposed cost changes represent a decrease of approximately $8,700 over the prior year and an improvement to the benefit.

**Recommended Board Action**

Staff recommends the Board approve a contract amendment with Concern:EAP for a total amount not to exceed $45,000 for the District’s Employee Assistance Program.

**Financial Impacts:**

The cost to provide this benefit will not exceed $45,000. Funding for this benefit was included in the adopted budget for FY 2019/2020 budget.
CONCERN: EMPLOYEE ASSISTANCE PROGRAM

AGREEMENT FOR EMPLOYEE ASSISTANCE SERVICES

FOR

SAN RAMON VALLEY FIRE PROTECTION DISTRICT

January 1, 2020 – December 31, 2022
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AGREEMENT FOR EMPLOYEE ASSISTANCE SERVICES
PREPAID CONTRACT

This Agreement for Employee Assistance Services (“Prepaid Contract”) including the Attachments thereto by and between CONCERN: EAP, a California corporation (hereinafter designated “Plan” or “The Plan”), and San Ramon Valley Fire Protection District (hereinafter designated as “Group” or “The Group”) is effective on January 1, 2020 (the “Effective Date”).

RECITALS

WHEREAS, The Group wishes to establish an Employee Assistance Program as defined herein, for the benefit of its employees and their Covered Dependents.

WHEREAS, The Plan is licensed as a specialized health care service plan under the Knox-Keene Health Care Service Plan Act of 1975, as amended.

WHEREAS, The Plan has experience in providing Employee Assistance Program services and has established a network of professional providers to render required Employee Assistance Program services.

WHEREAS, The Group wishes to engage The Plan to provide such services and The Plan wishes to provide the same on the terms and conditions set forth herein;

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

1. Definitions

1.1 “Agreement” means the Agreement for Employee Assistance Services between The Plan and The Group, including Attachments A, B, and C. Attachments A, B, and C are incorporated herein by this reference.

1.2 “Covered Dependent” means the Subscriber’s spouse or domestic partner, Subscriber’s biological child, Subscriber’s adopted child or step-child, or domestic partner’s biological or adopted child. (Coverage for adopted children of a Subscriber or domestic partner begins on the date on which the adoptive child’s birth parent or other appropriate legal authority signs a written document, including, but not limited to, a health facility minor release report, a medical authorization form, or a relinquishment form, granting the Subscriber, or the Subscriber’s spouse or domestic partner the right to control health care for the adoptive child, or absent a written document, on the date there exists evidence of the Subscriber’s or Subscriber’s spouse’s or domestic partner’s right to control the health care of the child placed for adoption.) The Plan shall not deny enrollment of a Subscriber’s child or a subscriber’s domestic partner children on any of the following grounds: (1) the child was born out of wedlock; (2) the child is not claimed as an exemption on the Subscriber’s federal income tax return; or (3) the child does not reside with the Subscriber or within The Plan’s service area. Dependent children are covered under the age of twenty-six (26). Dependent children who are incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition, and who are chiefly dependent upon the Subscriber for support and maintenance, are eligible for continuing membership in The Plan.

1.3 “Covered Services” means those services, which are provided by The Plan to
Members and set forth in Attachment A to this Agreement.

1.4 **“Crisis”** means a situation wherein a reasonable person determines there is an immediate need to assess for the possibility of a Medical Emergency Condition, Psychiatric Medical Emergency Condition, or to request services from The Plan relating to an Urgent situation.

1.5 **"Crisis Intervention"** means the process of responding to a request for immediate services to determine whether or not a Medical Emergency Condition, Psychiatric Medical Emergency Condition, or Urgent situation exists, and to otherwise assess the need for short-term counseling, referrals to community resources, and/or referrals to Medical Emergency Care.

1.6 **“Employee”** means a full-time or regular part-time employee working 30 hours or more per week, plus retirees, as defined by The Group.

1.7 **“Employee Assistance Program (EAP) Assessment”** means the process of determining, based upon information provided by a Member, the need for either:
   
   a. Short-term counseling;
   
   b. Referral(s) to community resources; or
   
   c. Referral(s) to Medical Emergency Care services or treatment.

1.8 **“Employee Assistance Program (EAP) Benefits”** means a systematic program to help employees resolve personal issues, such as family conflict, drug or alcohol abuse, stress, marital discord, and other personal issues, and to provide training, consultation, and other management services relating to the effective utilization of this benefit by employers and their employees.

1.9 **"Grievance"** means a written or oral expression of dissatisfaction regarding the Plan and/or provider, including quality of care concerns, and shall include a complaint, dispute, request for reconsideration or appeal made by a Member or the Member’s representative. Where the plan is unable to distinguish between a grievance and an inquiry, it shall be considered a grievance. Grievances may be communicated to The Plan via telephone, FAX, e-mail, on-line through the Plan website, or submission of a written grievance form.

1.10 **“Medical Emergency Care”** means medical screening, examination, and evaluation by a physician, or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a physician, to determine if a Medical Emergency Condition or active birthing labor exists and, if it does, the care, treatment, and surgery by a physician necessary to relieve or eliminate the Medical Emergency Condition, within the capability of the facility. This definition also includes additional screening, examination, and evaluation by a physician, or other personnel to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if a Psychiatric Medical Emergency Condition exists, and the care and treatment necessary to relieve or eliminate the Psychiatric Medical Emergency Condition, within the capability of the facility.
1.11 “Medical Emergency Condition” means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
   a. Placing the patient’s health in serious jeopardy.
   b. Serious impairment to bodily functions.
   c. Serious dysfunction of any bodily organ or part.

1.12 “Member” means a person who is enrolled in The Plan and eligible to receive Covered Services.

1.13 “Plan Provider” means a person who has entered into a Plan Provider contract with The Plan to provide Covered Services to Members, and who is licensed in California as a psychologist, clinical social worker, or marriage and family therapist.

1.14 “Prepayment Fees” means the periodic Prepayment Fees set forth in Attachment B, which The Group agrees to pay The Plan for Covered Services.

1.15 “Psychiatric Medical Emergency Condition” means a mental disorder that manifests itself by acute symptoms of sufficient severity that it renders the patient as being either of the following:
   a. An immediate danger to himself or herself or to others.
   b. Immediately unable to provide for, or utilize, food, shelter, or clothing, due to the mental disorder.

1.16 “Serious Personal Issue or Condition” means circumstances wherein a Member believes he or she requires Covered Services to resolve a Crisis, important or complex matter.

1.17 “Subscriber” means an Employee of The Group who: (a) meets all applicable eligibility requirements as established by The Group; and (b) on whose behalf The Group has paid, and The Plan has received, any applicable Prepayment Fees in accordance with section 3.3 of the Agreement.

1.18 “Urgent” means a situation in which it is determined that no Medical Emergency Condition or Psychiatric Medical Emergency Condition exists, however, the Member is in need of immediate telephone support and/or a face-to-face appointment with a Plan Provider within 24-48 hours to resolve a Serious Personal Issue or Condition.

1.19 “Visit” means a session between a Plan Provider and Member of approximately one hour in length wherein the Member, individually or with others, discusses issues with a Plan Provider in order to resolve the issue. The Member’s issues may consist of family conflict, drug or alcohol abuse, stress, marital discord and other personal issues.
2. Responsibilities of the Plan

2.1 Covered Services: The Plan shall provide to The Group those benefits set forth in Attachment A, which is appended hereto. Said benefits shall be provided through Plan Providers who have agreed to enter into a written contract with The Plan.

   a. All Plan Providers shall be appropriately licensed and shall comply with professionally recognized standards of practice and all applicable state and federal laws.

   b. The Plan shall not decrease in any manner the Covered Services set forth in the Attachment(s) except after notifying The Group at least sixty (60) days in advance by means of a postage paid mailing, or by any electronic means, which will be deemed to have the same effect as physical delivery of the paper document. Compensation to The Plan shall be reduced commensurate to any reduction in services.

2.2 Quality Assurance: The Plan shall establish and maintain a quality assurance review program throughout the term of this Agreement. A standing Quality Improvement Committee meets on a quarterly basis, and is chaired by the CONCERN: EAP Medical Director. The Committee consists of two providers for the Plan and two staff positions. The Committee reports directly to the Board of Directors. The Quality Improvement Committee serves as an oversight of the Quality Management Committee, and as such, regularly reviews the reports compiled by the Quality Management Committee, as well as provides feedback and recommendations regarding potential performance improvement projects. The Plan will report any findings and modifications based on review of the program to The Group.

2.3 Confidentiality of Records: The Plan shall comply at all times with the California Confidentiality of Medical Information Act (California Civil Code section 56 et seq.) and any other state or federal law applicable to the services provided under this Agreement. Compliance to Health Insurance Portability and Accountability Act of 1996 (HIPAA) guidelines will be maintained in regard to confidentiality of all records. Information related to the identity, medical diagnosis, or treatment provided to any Member shall be kept confidential and shall not be disclosed by The Plan or any Plan Provider to The Group without the prior written consent of the person who is receiving care (or the legal representative of such person). Prior to the release of any confidential information, record, documentation or the like, the Member shall provide to The Plan a signed Release of Information form. The Release of Information form describes in full the extent and scope of information to be released. If a Member has any questions regarding the Release of Information form, he or she should contact The Plan. All records, files or other materials obtained in connection with this Agreement (including those related to individual employees of The Group or their families) shall be the property of The Plan. In the event that The Group shall become entitled to disclosure of any medical information in connection with this Agreement, The Plan shall provide The Group with copies of such information only upon the receipt by The Plan from The Group of all costs of copying such information.

2.4 Medical Emergency Care: If a Member feels the situation constitutes a Medical
Emergency Condition or Psychiatric Medical Emergency Condition, the Member should seek care at the nearest hospital emergency room (or trauma center), or immediately call the 911 operator for emergency assistance. The Plan does not pay for Medical Emergency Care. **Medical Emergency Care treatment is a non-Covered Service.** A Plan Provider can assist the Member in accessing Medical Emergency Care services.

### 2.5 Crisis Intervention and Urgent Services

**a.** The Plan arranges for the provision of Crisis Intervention 24 hours a day, seven days a week, to all Members. Members must contact The Plan at 1-800-344-4222 who will make arrangements to provide Crisis Intervention by telephone or in person. Crisis Intervention means the process of responding to a request for immediate services in order to determine whether or not a Medical Emergency Condition, Psychiatric Medical Emergency Condition, or Urgent situation exists and to otherwise assess the needs for short term counseling, referrals to community resources, and/or referrals to Medical Emergency Care or treatment.

**b.** Urgent services: Members or a Plan Provider may contact The Plan at any time (24 hours a day) to obtain an EAP Assessment or referrals for care. A Member will be referred to a Plan Provider so that care is provided (1) within 24 to 48 hours in Urgent cases; and (2) within three to five days of a referral for routine appointments. Plan Providers have agreed to see a patient within 30 minutes of his or her scheduled appointment.

### 2.6 Access to Plan’s Processes, Criteria and Procedures for Claim Review: The processes, criteria and procedures that The Plan uses to authorize, modify, or deny employee assistance services under the benefits provided by The Plan are available to the Member, Plan Providers, and the public upon request. Members, Plan Providers and the public may contact The Plan at **1-800- 344-4222** to obtain a copy of the processes, criteria and procedures that The Plan uses to authorize, modify, or deny employee assistance services under the benefits provided by The Plan.

### 2.7 Family Health Insurance Notification: A non-custodial parent of a Covered Dependent child is entitled to inspect the child’s Plan Membership, Combined Evidence of Coverage and Disclosure Form, and all other information provided to the covered parent about the child’s coverage. The Plan will also notify both parents (including the non-covered custodial parent) if a Covered Dependent child’s coverage is terminated, provided that the parent has provided The Plan with a medical child support order. Lastly, The Plan will respond to telephone or written inquiries from a non-covered custodial parent concerning a child’s health coverage.

### 3. Responsibilities of The Group

**3.1 Information to Members:** The Group shall provide Members with information concerning this Agreement, including making copies available of the combined
evidence of coverage and disclosure form, which shall be furnished to The Group by The Plan.

3.2 **Provide Headcounts:** The Group will provide an accurate headcount of all employees covered by The Plan at the beginning of each month.

3.3 **Prepayment Fees:** The Group shall pay The Plan the Prepayment Fees set forth in Attachment B, which is appended hereto and incorporated by this reference. The Plan shall not increase the amount set forth in Attachment B, except after notifying the Group at least sixty (60) days in advance of the rate change by means of a postage paid mailing or by any electronic means, which will be deemed to have the same effect as physical delivery of the paper document.

4. **Relationship Between the Parties**

4.1 **Independent Contractor:** The Plan shall perform its duties under this Agreement as an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, employer and employee, partners or joint venture between the parties.

4.2 **Each Party Responsible for its Own Acts:** The Plan and The Group are each responsible for their own acts and/or omissions and are not responsible for the acts and/or omissions of the other party, its employees, independent contractors, directors, officers, agents or representatives.

4.3 **Insurance:** The Plan is covered by professional liability insurance. The coverage is $10,000,000 per claim or $20,000,000 aggregate. A copy of the Certificate of Insurance is attached (Attachment C). The Plan will notify The Group if there is any change in coverage. The Plan also has a Workers’ Compensation Certificate of Consent to Self-Insure.

5. **Coverage, Obtaining Covered Services, Limitations, and Exclusions**

5.1 **Eligibility:** An individual is eligible to receive Covered Services under this Agreement if he or she is an Employee who works or resides in the Plan’s service area and meets any additional eligibility requirements as established by The Group, or a Covered Dependent of the Employee.

5.2 **Coverage:** The Plan covers assessments and referrals for care associated with personal and family issues in daily living, short-term counseling and Crisis Intervention. A Member is entitled to a defined number of Visits with a counselor, as set forth in the Covered Services schedule attached hereto as Attachment A. The Plan can assist with most personal issues including marital and family issues, difficulty with relationships, emotional distress, job stress, communications or conflict issues, substance abuse issues and loss and death.
5.3 **Dual Coverage:** When a husband and wife are both employed as Employees, and both have enrolled themselves and their Covered Dependents under a group health care service plan provided by their respective employers, and each spouse is covered as an Employee under the terms of the same master contract, each spouse may claim on his or her behalf, or on behalf of his or her Covered Dependents, the combined maximum contractual benefits to which an employee is entitled under the terms of the master contract, not to exceed in the aggregate 100 percent of the charge for the covered expense or service.

5.4 **Obtaining Covered Services:** The Plan does not distribute identification cards to its Members. In order to access care, Members should contact The Plan at 1-800-344-4222 and a Plan representative will direct the Member to an appropriate Plan Provider.

5.5 **Limitations:** Unless otherwise authorized by The Plan, all Covered Services must be performed by a Plan Provider. The number of visits to a member is limited, specified in Attachment A.

5.6 **Exclusions:** The following services are specifically excluded from Covered Services provided under this Agreement. All denials, modifications, and delays of requested services are subject to The Plan’s grievance review process. (See Section 16 for the Grievance Procedure.)

a. Services not listed as Covered Services.

b. Medical Emergency Care.

c. Acupuncture.

d. Aversion therapy.

e. Biofeedback and hypnotherapy.

f. Services required by court order, or as a condition of parole or probation, not, however, to the exclusion of services to which the Member would otherwise be entitled.

g. Services for remedial education including evaluation or medical treatment of learning disabilities or minimal brain dysfunction; developmental and learning disorders; behavioral training; or cognitive rehabilitation.

h. Medical treatment or diagnostic testing related to learning disabilities, developmental delays, or educational testing or training.

i. Experimental or investigational procedures.

j. Services for the medical treatment of mental retardation or defects and deficiencies of functional nervous disorders, including chronic mental illness.
k. Services received from a non-Plan Provider, unless pre-approved by The Plan.

l. Psychological testing. (psychological testing is not necessary to determine an appropriate referral to a Plan Provider to receive Covered Services, or alternatively, to determine appropriate referrals to community resources for non-covered services)

m. Sleep therapy.

n. Examinations and diagnostic services in connection with the following: obtaining or continuing employment; obtaining or maintaining any license issued by a municipality, state or federal government; securing insurance coverage; foreign travel or school admissions.

o. Medical treatment of congenital and/or organic disorders associated with permanent brain dysfunction, including without limitation, organic brain disease, Alzheimer’s disease and autism.

p. Medical treatment for speech and hearing impairments. (A speech or hearing impaired Member is entitled to Covered Services. Treatment for speech and hearing impairment is not necessary to determine an appropriate referral to a Plan Provider to receive Covered Services, or alternatively, to determine appropriate referral to community resources for non-covered services.)

q. IQ testing. (IQ testing is not necessary to determine an appropriate referral to a Plan Provider to receive Covered Services, or alternatively, to determine appropriate referral to community resources for non-covered services.)

r. Medical treatment for chronic pain.

s. Services involving medication management or medication consultation with a psychiatrist.

6. **Choice of Plan Providers**

The Plan will assign a Plan Provider who will deliver services to a Member. In assigning a Plan Provider to a Member, The Plan will consider where the Member lives and works in relationship to a Plan Provider’s office. Naturally, Plan Providers will be matched with a Member who lives or works in close proximity to a Plan Provider’s office. If the Member prefers to select his or her own Plan Provider, the Member may choose from any available Plan Provider. The Member must state during the initial contact to The Plan representative that he or she prefers to select his or her own Plan Provider, in which case The Plan representative shall provide a list of all Plan Providers that have offices in the geographic area where the Member desires to be seen. If the Member is assigned a Plan Provider or selects one he or she is dissatisfied with, the Member may contact The Plan and request to be reassigned a new Plan Provider or inform the Plan of his or her intent to select a new Plan Provider from the Plan Provider list.
7. **Other Charges**

No Member shall be obligated in any way to pay for services rendered by The Plan in accordance with the terms of this Agreement, including the payment of any Prepayment Fees, deductibles, copayments, or co-insurance.

8. **Member Liability for Services Rendered**

By statute, every contract between The Plan and its Plan Providers provides that in the event that The Plan fails to pay the Plan Provider, the Member shall not be liable to that Plan Provider for any sums owed by The Plan. If The Plan fails to pay a non-Plan Provider, the Member could be liable to the non-Plan Provider for the cost of services.

9. **Reimbursement Provisions**

Covered Services are provided by The Plan at no cost to the Member. In the event that a Plan Provider, or a non-Plan Provider who has been authorized by The Plan to provide the Member with Covered Services, charges a Member for Covered Services and the Member has paid the provider, the Member will be reimbursed by The Plan. For reimbursement, contact The Plan at 1-800-344-4222.

10. **Term and Termination**

10.1 **Term:** This Agreement shall become effective at 12:01 a.m. on the Effective Date. This Agreement shall continue to remain in full force and effect for a period of three (3) years from the Effective Date unless renewed pursuant to section 10.7 of this Agreement (the “Term”).

10.2 **Group Termination:** The Group shall have the right to terminate this Agreement immediately upon notice to The Plan in the following circumstances:

   a. Application for or appointment of a receiver, trustee in bankruptcy or liquidator of The Plan;

   b. The Plan’s loss of licensure as a specialized health care service plan pursuant to the provisions of the Knox-Keene Act; or

   c. The Plan and The Group’s inability to agree on any payment rate increase or Covered Services provided hereunder.

The Group shall have the right to terminate this Agreement for any other reason by sending written notice of such termination to The Plan. Such termination shall be effective 60 days after the date on which The Group has sent the notice or the date specified in such notice, whichever is later.

10.3 **Plan Termination:** The Plan shall have the right to terminate this Agreement in the following circumstances:

   a. Failure to Pay the Prepayment Fees: The Plan shall send a Notice of Consequences for Nonpayment of Prepayment Fees with the billing
invoice, which shall include the Prepayment Fee due date, a description of the consequences for failure to pay Prepayment Fees by the due date, and a statement that The Plan will continue to provide coverage during a 30-day grace period that begins on the first day after the last day of paid coverage. If Prepayment Fees are not received by The Plan by the due date stated in the billing invoice, The Plan shall send The Group a Notice of Termination for Nonpayment of Prepayment Fees and Grace Period no later than five (5) business days after the last day of paid coverage. The Notice of Termination for Nonpayment of Prepayment Fees and Grace Period will include the reason for termination, the date of the last day of paid coverage, the effective date of termination, the dollar amount due to The Plan, a description of the duration and effect of the grace period, the date the grace period begins and ends, any obligations of The Group, and an explanation of the right to request a review from the Director of the Department of Managed Health Care. Within five (5) business days of the effective date of termination, The Plan will send The Group a Confirmation Notice confirming such termination. The Plan shall reinstate coverage after termination of this Agreement if payment of the required Prepayment Fees is received within 15 days from the date of Confirmation Notice.

i. Grace Period: The Plan shall provide The Group with a thirty (30) day grace period that begins on the first day after the last date of paid coverage to make payment of overdue Prepayment Fees to The Plan. During the grace period, coverage will continue. If The Group has not made payment to The Plan by the end of the grace period, The Plan may terminate this Agreement effective on first day after the end of the thirty (30) day grace period.

b. The Plan demonstrates fraud or intentional misrepresentation of material fact under the terms of this Agreement by The Group. Termination shall be effective on the 31st day from the date of notice of cancellation or on the date stated in the notice, whichever is later.

c. Upon termination, the respective responsibilities of the parties shall be as follows:

i. The Plan shall pay Plan Providers for Covered Services authorized by The Plan prior to termination of this Agreement and rendered after such termination.

ii. Members receiving Covered Services prior to termination of this Agreement will continue to receive the full benefit amount of Covered Services the Member was entitled to receive for any issues for which the member has already begun receiving services prior to termination.

iii. As requested in the event of Agreement termination, The Plan
shall use its best efforts to assist Members in the transfer of care from Plan Providers to the new plan’s contracted providers.

10.4 **Payments Due after Termination:** In the event of termination of this Agreement by either The Plan (except in the case of fraud or deception in the use of services or facilities of The Plan or knowingly permitting such fraud or deception by another) or The Group:

a. The Plan shall return to The Group, within thirty (30) days, the pro rata portion of the money paid to the Plan which corresponds to any unexpired period for which payment has been received together with amounts due on claims, if any, less any amounts due the Plan.

b. The Group shall make payment of any Prepayment Fees for any period remaining unpaid prior to the effective date of such termination.

10.5 **Notice of Termination:** Upon receipt of any notice of termination from The Plan, The Group shall inform Subscribers of the termination of this Agreement. The Group shall promptly mail to each Subscriber a legible, true copy of a notice of cancellation and shall provide promptly to The Plan proof of that mailing and the date thereof.

10.6 **Notice of Plan Provider Termination:** The Plan shall provide written notice to The Group within 30 days in the event that a Plan Provider ceases to be a Plan Provider for The Plan or otherwise becomes unable to provide services, or breaches a contract with The Plan, if The Group might be materially or adversely affected thereby.

10.7 **Renewal:** This Agreement shall automatically renew for successive one (1) year periods, unless: (1) The Group notifies The Plan in writing sixty (60) days before the end of the contract year of its intent not to renew, or (2) The Group and The Plan, by mutual consent, modify or alter this renewal provision of this Agreement. The Plan shall not increase the amount paid by The Group, nor decrease in any manner the benefits stated in the Agreement, unless written notice of such change has been delivered no less than sixty (60) days prior to this Agreement’s renewal effective date.

10.8 **Response to Notice of Plan Termination:** If The Group alleges that the Agreement has been or will be improperly canceled, rescinded or not renewed, The Group may request a review by the director of the Department of Managed Health Care.

11. **Warranty and Indemnification**

11.1 **Responsibility for Own Acts.** Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, NEITHER PARTY MAKES
ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. COVERED SERVICES ARE PROVIDED “AS IS” “WHERE IS” EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

11.2 The Group agrees to indemnify, defend, and hold harmless The Plan, its agents, officers, and employees from and against any and all liability expense including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from The Group’s performance or failure to perform its obligations hereunder.

11.3 The Plan agrees to indemnify, defend, and hold harmless The Group, its agents, officers, and employees from and against any and all liability expense, including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from The Plan’s performance or failure to perform its obligations hereunder.

11.4 Section 11.2 and 11.3 states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of claim described in this Section.

12. LIMITATION OF LIABILITY

12.1 Limitation of Liability. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY’S OR ITS AFFILIATES’ REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ITS RESPECTIVE AFFILIATES, EXCEED THE TOTAL AMOUNT PAID FOR COVERED SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT PAYMENT OBLIGATIONS OF GROUP AS SET FORTH HEREIN.

13. Individual Continuation of Benefits
13.1 If a Subscriber terminates his or her employment with The Group for any reason (including death), the Subscriber and the Subscriber’s spouse or domestic partner and his or her Covered Dependents are eligible to receive Covered Services from a Plan Provider from whom they are currently receiving care for up to the maximum amount of Visits to which they are entitled, as set forth in the Benefit Schedule set forth in Attachment A. If a Subscriber terminates his or her marriage, and a court of law grants such divorce by issuing a divorce decree, the Subscriber’s former spouse is entitled to receive Covered Services from the Plan Provider from whom he or she is currently receiving care for up to the maximum amount of Visits to which he or she is entitled, as set forth in the Benefit Schedule set forth in Attachment A.

13.2 Subscribers and their Covered Dependents are entitled to receive Covered Services following the Subscriber’s termination of employment if the Member elects to continue coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA) or California COBRA (Cal-Cobra), as appropriate. Covered Services under COBRA or Cal-Cobra do not include Work/Life services (parenting and childcare resources, adult care resources, financial services, or legal consultations); these are not ERISA-regulated benefits and are provided for The Group’s convenience by The Plan.

14. **Continuity of Care**

14.1 New Members who were receiving otherwise Covered Services from a non-Plan Provider at the time his or her employer changed EAP plans may request completion of Covered Services with the non-Plan Provider at the Plan’s cost and at no cost to the Member, if the Member notifies The Plan no later than forty-five (45) days after the effective date of coverage.

   a. The Plan will allow the new Member a reasonable transition period or allot a reasonable number of transitional visits to continue his or her course of treatment with the non-Plan Provider prior to transferring to a Plan Provider. The non-Plan Provider must provide all services on a timely, appropriate, and medically necessary basis.

   b. In determining the length of the transition period or number of transitional visits, The Plan will take into account on a case-by-case basis, the severity of the Member’s condition, the amount of time reasonably necessary to effect a safe transfer, and the potential clinical effect of a change of provider on the Member’s treatment for the condition.

   c. The Plan may require non-Plan Providers whose services are continued pursuant to The Plan’s Continuity of Care policy to agree in writing to the same contractual terms and conditions that are imposed upon Plan Providers, including reimbursement methodologies and rates of payment. If the non-Plan Provider does not agree to such contractual terms and conditions, The Plan is not required to provide continuation of the non-Plan Provider’s services.
d. If The Plan determines that a Member’s treatment should temporarily continue with the Member’s existing provider who is a non-Plan Provider, The Plan is not liable for actions resulting solely from the negligence, malpractice, or other tortious or wrongful acts arising out of the provision of services by the existing provider.

e. All requests for continuity of care and notifications by Members of care being provided by a non-Plan Provider shall be made to The Plan office or by calling 1-800-344-4222. All continuity of care requests are forwarded to one of The Plan’s Clinical Managers or Supervisors for action, and reviewed in consultation with the Medical Director, as appropriate. The Clinical Manager or Supervisor shall respond to the Member within an appropriate period of time depending on the assessed severity of the condition involved to ensure safety, and in no event more than five (5) days after submission of the request to The Plan.

14.2 In the event a Plan Provider terminates from The Plan and a Member was receiving Covered Services from such terminated Plan Provider at the time of termination, The Plan will allow the Member to continue to receive such Covered Services from the terminated Plan Provider at The Plan’s cost and at no cost to the Member until services being rendered are completed, unless The Plan makes reasonable and medically appropriate arrangements to transfer care to a current Plan Provider. If for any other reason the terminated Plan Provider is unavailable or unable to continue care of the Member, The Plan will make immediate arrangements to transfer care to a current Plan Provider.

This provision does not apply to providers who were terminated as a Plan Provider for reasons related to medical disciplinary cause or reason, as defined in Section 805(a)(6) of the California Business and Professions Code, or fraud or other criminal activity.

14.3 The Plan shall pay the non-Plan Provider up to the maximum number of Visits the Member is entitled to under the Benefits Schedule set forth in Attachment A.

14.4 Continuity of Care provisions apply to any covered condition, whether or not acute, serious or chronic in nature.

15. Second Opinions

15.1 Plan Members or Plan Providers providing Covered Services to Members may request second opinions from another appropriately qualified Plan Provider by calling the Plan and requesting a second opinion.

15.2 The Plan will provide an authorization or denial in an expeditious manner appropriate for the nature of the Member’s condition.

15.3 Reasons for a second opinion to be provided or authorized include, but are not limited to, the following:
• The reasonableness or necessity of recommendations made is questioned by the Member.

• The indications for treatment are sufficiently complex or confusing that a second opinion may enhance the development of an effective treatment plan.

• The Member has questions about his or her EAP Assessment.

• The Plan Provider is unable to make, or would like additional assistance in making, an EAP Assessment.

15.4 Second opinion consultations are provided at no cost to the Member.


16.1 Notice: All notices required by this Agreement shall be in writing. Notices shall be sent by either United States mail, certified or registered, or by electronic means, which will be deemed to have the same effect as physical delivery of the paper document, to The Plan or The Group at their respective addresses set forth on the signature page of this Agreement. If mailed in accordance with the above, such notice shall be deemed to be received three business days after mailing. The Group or The Plan shall notify the other party in writing within thirty (30) days of a change of address to which notices are to be sent.

16.2 Member Non-Liability: Pursuant to the provisions of the Knox-Keene Act, in the event that The Plan fails to pay a Plan Provider for any sums owed for Covered Services rendered to a Member, the Member shall not be liable in any way to the Plan Provider. In the event The Plan fails to pay a non-Plan Provider for services rendered to a Member, the Member may be liable to the non-Plan Provider for the cost of the services received.

16.3 Plan Subject to the Provisions of Knox-Keene Act: The Plan is subject to the requirements of Chapter 2.2 of Division 2 of the Health and Safety Code and Title 28 of the California Code of Regulations, and any provisions required to be in this Agreement by either of the above shall bind The Plan whether or not provided in this Agreement.

16.4 Review by the Director of the Department: If any person believes that a Membership has been improperly canceled, rescinded, or not renewed, or a Member has been denied eligibility or services under the Agreement because of a Member’s health status or requirements for EAP benefits, he or she may request a review by the Director of the Department of Managed Health Care of the State of California under section 1365(b) of the California Health and Safety Code.

16.5 Amendments: This Agreement may be modified or amended only by a written amendment signed by both parties.

16.6 No Assignment: Neither party may assign its rights or delegate its duties under this Agreement without the other party’s prior written approval.
16.7 **Attachments and Interpretation:** All Attachments are incorporated into this Agreement at the point of their reference.

16.8 **Governing Law:** This Agreement shall be governed by the laws of the State of California and in particular the Knox-Keene Act and accompanying regulations but without regard to its conflicts of law provisions. Each party agrees that, notwithstanding terms and conditions for Dispute Resolution set forth herein, the exclusive venue for all legal actions related to this Agreement shall be the federal or state court of competent jurisdiction located in Santa Clara County, California.

16.9 **Non-Discrimination:** Neither party may discriminate in any way against any person on the basis of age, sex, race, color, creed, ancestry, physical or mental impairment or handicap, marital status, sexual orientation, or national origin in connection with or related to the performance of this Agreement.

16.10 **Entire Agreement, Prior Agreements:** This Agreement including its Attachments and Attachments and documents referred to therein represents the entire understanding and agreement of the parties as to those matters contained in it. No prior oral or written understanding shall bring any force or effect with respect to such matters.

16.11 **Severability:** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and the remaining provisions shall remain enforceable between the parties.

16.12 **Waiver:** No waiver of any provision of this Agreement shall be effective against either party unless it is in writing and signed by the party granting the waiver. Failure to exercise any rights shall not operate as a waiver of such right.

16.13 **Authority to Execute:** By their signature below, each of the following persons represent that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

17. **Dispute Resolution**

17.1 **Grievance Procedure:** The Plan shall establish and maintain grievance procedures, and shall provide The Group with said procedures for dissemination to Members. Those procedures shall include the current address and telephone number for registering grievances with The Plan, including the availability of a grievance form and a description of procedures for filing a grievance online through the Plan’s website. For purposes of this section, complaint shall have the same meaning as grievance.

a. The Plan maintains a Quality Improvement Committee comprised of the Medical Director, who chairs it, two Plan Providers and two staff. The Committee shall provide supervision over, and review grievances not resolved by, The Plan’s Medical Director and Clinical Manager. The Committee shall have primary responsibility for the review of the grievance procedures, and for the analysis of any patterns that could impact policy changes and procedural improvements in The Plan’s administration.
b. A Member may file a complaint form about The Plan’s services or that of a Plan Provider by appearing in person or writing or calling The Plan, at:

(800) 344-4222
Clinical Manager
CONCERN: Employee Assistance
Program 1503 Grant Road, Suite 120
Mountain View, CA 94040

Grievances may also be filed through the Plan’s website at www.concernhealth.com, or faxed to the Plan at 650-962-5737.

Complaint forms and copies of the grievance procedure shall be available at The Plan’s office and at each Plan Provider office as well as on the Plan’s website. In addition, complaint forms shall be sent to Members on request. Completed forms should be submitted to the above address or through procedures noted on the website. Assistance will be provided by a Plan representative to anyone attempting to file a grievance in person or by telephone.

c. Members will receive a written response within five (5) calendar days acknowledging receipt of the complaint, and within thirty (30) calendar days a written notice describing the Plan’s resolution of the complaint. Grievances that require expedited review will be resolved within three (3) calendar days. The details of these processes will be outlined in the Evidence of Disclosure and Coverage Form (EOC).

i. A written record shall be made of all grievances received, whether in person, by mail or email, by fax or by telephone, or through the website, including the date, the name of the person recording the complaint, a summary describing the grievance, and the resolution. The Clinical Manager will tabulate the types and numbers of grievance received for periodic review by The Plan’s Board of Directors, the Public Policy Committee, the Quality Improvement Committee and Chief Executive Officer in connection with their consideration and formation of The Plan’s policy. The Quality Improvement Committee shall include in its periodic reports recommended corrective actions to be taken in light of the pattern of grievances received.

ii. The Plan will assure that a Member is not discriminated against for having filed a complaint. The Quality Improvement Committee will investigate any alleged retaliation and take appropriate action.

17.2 Independent Medical Review: If a Member believes that health care services have been improperly denied, modified, or delayed by The Plan or by a Plan Provider, the Member has the right to request an independent medical review. To initiate a request,
the Member must complete an application. The California Department of Managed Health Care will review the application and determine whether the request qualifies for an independent medical review. For more information and application forms, Members may contact The Plan at **1-800-344-4222** or the California Department of Managed Health Care at **1-888-HMO-2219** (TDD at **1-877-688-9891**) or visit [http://www.hmohelp.ca.gov](http://www.hmohelp.ca.gov).

**17.3 Review by the Department of Managed Health Care:** The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at **1-800-344-4222** and use your health plan’s grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number (**1-888-HMO-2219**) and a TDD line (**1-877-688-9891**) for the hearing and speech impaired. The department’s Internet Web site [http://www.hmohelp.ca.gov](http://www.hmohelp.ca.gov) has complaint forms, IMR application forms and instructions online.

**17.4 Arbitration of Disputes:**

a. In addition to the Grievance Procedure, a Member may also seek redress by submitting the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Binding arbitration is the final process for resolution of any dispute described in section 16.4.b. below. Under binding arbitration, both parties give up their rights to have the dispute decided by jury in a court of law.

b. Each and every unresolved disagreement, dispute or controversy arising out of or relating to Covered Services under this Agreement or the construction, interpretation, performance or breach of this Agreement, between a Member or personal representative of such persons, as the case may be, and The Plan shall be submitted to binding arbitration in accordance with this section whether such dispute involves a claim in tort, contract or otherwise, and whether or not other parties (e.g., Plan Providers or their partners, agents, or employees) are involved. This Arbitration section does not include disputes involving medical malpractice. If you have a dispute involving medical malpractice, you should consult a lawyer to assist you in determining your legal rights. It does include any act or omission which occurs during the term of this contract but which may give rise to a claim after the termination of this contract.
c. The Member seeking binding arbitration shall send a written notice to The Plan. The notice shall contain a demand for binding arbitration and a statement describing the nature of the dispute, including the specific issue(s) involved, the amount involved, the remedies sought and a declaration that the party seeking binding arbitration has previously attempted to resolve the dispute with The Plan. For further assistance, the Member may also write to the AAA at 3055 Wilshire Blvd., 7th Floor, Los Angeles, CA 90010-1108, or telephone (213) 383-6515.

d. In the case of extreme economic hardship, a Member may request from The Plan information on how to obtain an application for full or partial assumption of the Member's share of fees and expenses incurred by the Member in connection with the arbitration proceedings.

e. For all claims or disputes for which the total amount claimed is $200,000 or less, the parties shall select a single neutral arbitrator who shall have no jurisdiction to award more than $200,000. This provision is not subject to waiver, except nothing in this section shall prevent the parties from mutually agreeing, in writing, after a case or dispute has arisen and a request for arbitration has been submitted, to use a tripartite arbitration panel which includes two party-appointed arbitrators or a panel of three neutral arbitrators, or another multiple arbitrator system mutually agreeable to the parties. The agreement shall clearly indicate, in boldface type, that "A case or dispute subject to binding arbitration has arisen between the parties and we mutually agree to waive the requirement that cases or disputes for which the total amount of damages claimed is two hundred thousand dollars ($200,000) or less be adjudicated by a single neutral arbitrator." If the parties agree to waive the requirement to use a single neutral arbitrator, the Member or Subscriber shall have three business days to rescind the agreement. If the agreement is also signed by counsel of the Member or Subscriber, the agreement shall be binding and may not be rescinded. If the parties are unable to agree on the selection of a neutral arbitrator, The Plan shall use the method provided in section 1281.6 of the Code of Civil Procedure to select the arbitrator.

f. The parties agree that the arbitrator(s) shall issue a written opinion, and the award of the arbitrator shall be binding and may be enforced in any court having jurisdiction thereof by filing a petition of enforcement of said award. The findings of the arbitrator and the award of the arbitrator issued thereon shall be governed by the applicable state and federal statutory and case law. The arbitrator's award shall be accompanied by a written decision explaining the facts and reasons upon which the award is based, including the findings of fact and conclusions of law made and reached by the arbitrator(s). The decision shall be signed by the arbitrator(s) in order to be effective.

g. The declaration of a court or other tribunal of competent jurisdiction that any portion of this contract to arbitrate is void or unenforceable
shall not render any other provision hereof void or unenforceable.

h. The arbitrator(s) shall make the necessary arrangements for the services of an interpreter upon the request of any party, which party shall assume the cost of such services.

i. The arbitration shall take place in the largest city or town in the county where the services were provided, unless some other location is mutually agreed upon by the parties, and shall be governed by the rules of the American Arbitration Association. The expenses of the arbitrator(s) shall be shared equally by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

CONCERN: Employee Assistance Program                                    San Ramon Valley Fire Protection District

By: ___________________________                                          By: ___________________________

Thomas Smith, Director Account Services                                   Fire Chief

1503 Grant Road, Suite 120                                                1500 Bollinger Canyon Road
Mountain View, CA  94040                                                  San Ramon, CA  94583

Approved as to form:

By: ___________________________

District Counsel

Approved as to Budget Authority and Insurance

By: ___________________________

Controller
Attachment A

COVERED SERVICES

BENEFIT SCHEDULE

The Plan shall provide the following Covered Services:

A. EAP Assessment, referral to community resources and Medical Emergency Care, and short-term counseling. The Plan offers counseling services for a wide range of personal issues and immediate response for Crisis situations. Each Dispatch and Safety Member and his or her Covered Dependents shall be limited to a maximum of Ten (10) Visits for each issue. Counseling for Dispatch and Safety Members will be provided by counselors on a First Responder Specialty Panel. Covered Dependents will be referred to counselors on a First Responder Specialty Panel or the standard panel as appropriate. Each Non-Safety and Retirees Member and his or her Covered Dependents shall be limited to a maximum of Ten (10) Visits for each issue per twelve-month period, beginning with the date of the case opening. Counseling will be provided from standard panel of counselors. For the purpose of this provision, the word “issue” means a specific type of matter, situation or issue of concern to a Member for which the Member requests EAP services for purposes of obtaining assistance in arriving at a solution. If a Member is referred for unsatisfactory work performance by means of a Supervisor Referral, or if a Member or Covered Dependent is assessed as having a chemical dependency issue, the maximum number of visits shall be Ten (10). The Plan provides counseling for “issues” including but not limited to:

(i) traumatic incident/PTSD,
(ii) marital and family issues,
(iii) difficulty with relationships
(iv) emotional distress,
(v) job stress,
(vi) communications or conflict issues,
(vii) substance abuse issues, and
(viii) loss and death issues.

B. The Plan provides an issue-focused form of individual or family outpatient counseling that

(i) seeks resolution of issues in living rather than basic character changes;
(ii) emphasizes the Member’s skills, strengths and resources;
(iii) involves setting and maintaining realistic goals that are achievable in a one to five month period; and
encourages the Member to practice behavior outside the counseling Visits to promote therapeutic goals.

C. The Plan’s EAP services will provide Members with confidential EAP Assessment, Crisis Intervention, short-term counseling and referral to community resources. The Plan can also refer Members to individuals who provide parenting and childcare resources, adult care resources, legal consultations, and financial services.

D. Upon reaching the maximum number of Visits, a Member may continue to receive services by the Plan Provider, but at the Member’s expense. Upon each case opening, The Plan shall inform the Member of the number of Visits he or she is entitled to receive.

E. A Plan Provider will also refer a Member to community resources for assistance for non-Covered Services. In the event of such referral, the Member shall be advised by The Plan and the Plan Provider that the Member is responsible for payment of costs and fees for services provided.

F. The Plan Provider shall also obtain from a Member a consent form prior to the release of any information concerning said Member, except as required by law. A Plan Provider shall explain such form to each Member.

G. Upon request, The Plan shall provide up to ten (10) hours per incident for Critical Incident Response (management consultations, planning, travel, onsite support, and follow-up) for traumatic events occurring onsite involving employees and up to eight (8) hours annually for training, education, and/or critical incident response for events occurring offsite involving employees. Seminars are to be selected from a list of topics provided by The Plan. Cancellations of educational seminars within three business days (72 business hours) of their scheduled time shall be counted as used on-site hours, or subject to a late cancellation billing of Three Hundred Fifty Dollars ($350), whichever applies. Additional on-site hours may be purchased by The Group at current pricing.

H. The Plan shall conduct management orientation sessions for The Group’s management and supervisory personnel and employee orientation sessions for The Group’s personnel at such times and locations as are mutually agreed upon by The Plan and The Group.

I. Upon request, The Plan shall consult with The Group’s Human Resources staff and individual supervisors and managers regarding potential or actual supervisory referrals and Employee performance issues.

J. The Plan shall provide quarterly and annual reports. Such reports shall include statistics on number of Employees using The Plan, demographics, referral sources, services used and issue types.

K. Facilities: The Plan’s Provider’s offices are located close to where member work or live, and are available during regular business hours. To find out the exact address and hours of operation of a Plan Provider’s office, contact The Plan at (800) 344-4222. Member will be asked to provide either the city or zip code where member would like to receive care.

L. The Plan shall provide members with access to the Luma Digital Experience, a digital guide to customized care recommendations that include; an online assessment, triage to appropriate
level of care based on risk, a personalized dashboard, client-counselor matching for face-to-face or video counseling, work/life referrals and resources, self-guided content, and digital therapeutics.

Attachment B

PREPAYMENT FEES

B.1 Prepayment Fees. The Group shall pay $20.00 per employee per month for Dispatch and Safety and $2.97 per employee per month for Non-Safety and Retirees. At the end of each contract year, if utilization increases or decreases by 10% or more, all parties reserves the right to renegotiate the rate.

B.2 Invoices. The Plan will invoice The Group monthly based on an accurate headcount of all Employees covered by The Plan, to be provided by The Group at the beginning of each month. All amounts due under this Agreement shall be paid to The Plan within 30 days of invoice date. In the event that payment is not received within 30 days of invoice date, a finance charge of 1.5% (18% annually) will be applied. Payment shall be remitted to:

CONCERN: EAP
Department 33079
P.O. Box 39000
San Francisco, CA 94139-3079

Tax I.D. number for The Plan is 77-0528349.
## Attachment C

**CERTIFICATE OF COVERAGE**

**Named Member:**
Concern: Employee Assistance Program  
2400 Grant Road, Suite 100  
Mountain View, CA 94040

**Insuring Company:**  
BETA Risk Management Authority  
1443 Danville Boulevard  
Alamo, CA 94507

This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.

<table>
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<th>Certificate Number</th>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Retroactive Date*</th>
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<td>07/01/2019 at 12:01 a.m.</td>
<td>07/01/2020 at 12:01 a.m.</td>
<td>01/01/1993 at 12:01 a.m.</td>
</tr>
</tbody>
</table>

**Type of Coverage:**
- [x] Professional Liability - Claims Made and Reported  
- [x] General Liability - Occurrence

**Limits of Liability:**
- $10,000,000 Per Claim  
- $20,000,000 Aggregate Per Contract Period

**Deductible:**
- $1,000 Per Claim  
- NONE Aggregate Per Contract Period

**Description of Coverage:**

**Issue Date:**
June 20, 2019

**Certificate Holder:**
FOR INFORMATION ONLY

**Authorized Representative:**
R. Corey Grove  
Senior Vice President, Insurance Operations

*the retroactive date applies to claims made coverage only*
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

CONCERN: EMPLOYEE ASSISTANCE PROGRAM
(a California corporation)
Subsidiary of EL CAMINO HOSPITAL

This is to certify, that
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*

Effective:
1ST DAY OF March 2002

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

MARK B. ASRCRAFT
DIRECTOR

* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the failure of the employer to furnish a certificate of self-insurance, the failure of the employer to fulfill his obligations, or the practice by such employer or his agent of charges of the administration of a program under this chapter of any of the following: (a) Falsehoods and as a matter of practice and custom inducing claims for compensation to maintain in excess of the amounts necessary for their proper and necessary for them to accept to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a sham or ministerial manner; (c) Discharge his compensation obligations in such a manner as to cause injury to the public and those dealing with him." (Section 3708 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 8—Administration of Self-Insurance.
STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION AND HOUSING AGENCY  
DEPARTMENT OF MANAGED HEALTH CARE  

LICENSE  

HEALTH CARE SERVICE PLAN  

File No. 933-0402  

Licensee: CONCERN EMPLOYEE ASSISTANCE PROGRAM  
2400 Grant Road, Park Pavilion, Mail Stop PAR 114  
Mountain View, California 94040  

IS HEREBY LICENSED AS A HEALTH CARE SERVICE PLAN PURSUANT TO THE  
PROVISIONS OF THE KNOX-KEENE HEALTH CARE SERVICE PLAN ACT OF 1975, AS  
AMENDED, ("ACT") AND IS AUTHORIZED TO ENGAGE IN BUSINESS AS A HEALTH  
CARE SERVICE PLAN WITHIN THE STATE OF CALIFORNIA SUBJECT TO THE  
PROVISIONS OF THE ACT AND THE RULES PROMULGATED PURSUANT TO THE  
ACT UNTIL SUCH TIME AS THIS LICENSE IS SUSPENDED OR REVOKED BY ORDER  
OF THE DIRECTOR, OR IS SURRENDERED.  

THIS LICENSE IS NOT TRANSFERABLE OR ASSIGNABLE AND IS EFFECTIVE ON  
THE DATE APPEARING BELOW.  

Dated: March 5, 2001  
Sacramento, California  

DANIEL ZINGALE  
Director, Department of Managed Health Care  

By  
BRIAN K. BARTOW  
Chief, Licensing Division
To: Board of Directors
From: Davina Hatfield, Controller
Re: Workers' Compensation Insurance
Self-Insurance Assessment for Fiscal Year 2019/20

Background
The District is self-insured for workers' compensation insurance. As a self-insured employer, the District is regulated by the State of California, Department of Industrial Relations, Office of Self-Insurance Plans. Labor Code Sections 62.5 and 62.6 authorize the Department of Industrial Relations to assess employers for the cost to administer the workers' compensation program. The assessment is based upon the total indemnity (i.e., paid time off) costs actually paid by the District in FY 2018/19. The current assessment amount is $75,986, which is a slight decrease of $86 from the previous year.

Recommended Board Action:
Authorize payment to the State of California for the Workers' Compensation Insurance Self-Insurance Assessment for Fiscal Year 2019/20 in the amount of $75,986.

Financial Impacts:
None. Budgeted expense included in District-Wide budget for fiscal year 2019/20.
Department of Industrial Relations  
Office of Self-Insurance Plans  
11050 Olson Drive, Suite 230  
Rancho Cordova, CA 95670  
(916) 464-7000  
Fax: (916) 464-7007  

INVOICE  
Invoice Number: OSIP 66840  
Certificate No.: 7414  
Invoice Date: December 6, 2019  
Due Date: January 5, 2020  
OSIP Federal Tax ID: 94-3160882  

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<td>Company: Department Of Industrial Relations</td>
</tr>
<tr>
<td>Name: Natalie Korthamar Wong</td>
<td>Name: Office of Self Insurance Plans</td>
</tr>
<tr>
<td>Address: 1500 Bollinger Canyon Rd</td>
<td>Address: 11050 Olson Drive, Suite 230</td>
</tr>
<tr>
<td>City/State/Zip: San Ramon, CA 94583</td>
<td>City/State/Zip: Rancho Cordova, CA 95670</td>
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For: San Ramon Valley Fire Protection District  
Terms: Due and payable within 30 days  

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License Fee Assessment:  
| Base Fee (determined by total number of employees) | $0.00 |
| Additional Location Fee (No. of Locations) | $0.00 |
| Per Capita Employee Charge (# of ee's * 0 ) | License Fee Assessment Subtotal | $0.00 |

Invoice Totals: $75,985.90  
Amount Paid: $0.00  
Balance Due: $75,985.90  

Notes:  
The letter establishing the assessment factors and methodology used for calculation are available on the OSIP website at http://sip.dir.ca.gov. You can also make an electronic funds transfer (EFT) payment online at http://www.dir.ca.gov/osip. It is very important to enter the correct invoice number when making an online payment.
NEW BUSINESS
Date: December 18, 2019
To: Board of Directors
From: Paige Meyer, Fire Chief

Subject: Consideration of Suspending the Medical Benefit Cap for Active Employees

---

**Discussion:**

Prior to 2013 the District paid 100% of the medical premiums for active employees and retirees, for whichever Cal PERS medical plan was selected; and employees (and spouses) became eligible for lifetime medical benefits upon retirement, regardless of years of service. As a result, the unfunded liability associated with retiree medical benefits at the time was approximately $84 million ($89 million liability minus $5 million of funding; or 6% funded).

The District was also facing a very uncertain financial future in 2013. The overall economy, and more importantly for the District, property values, were reeling from the impacts of the Great Recession. The District and its’ labor partners were able to reach agreement on concessions that provided both near-term and long-term financial relief, with an understanding between the parties that a further deterioration in District finances could lead to further concessions or an improving financial picture could result in an easing of the concessions on the part of labor.

A number of the concessions agreed to by labor pertained to active and retiree medical benefits, including: 8% premium cost share paid by active employees and retirees; cap on medical premiums for actives and retirees set at the second highest Bay Area plan offered by Cal PERS; adding a vesting requirement for retiree medical benefits whereby new hires need 10 years of service to vest at 50%, increasing by 5% per year until 100% vested after 20 years; along with labors’ support for fully funding the actuarially determined annual contribution to the retiree medical (“OPEB”) trust fund. These changes resulted in a substantial reduction in the ongoing, annual cost for medical benefits as well a substantial reduction in the unfunded liability associated with retiree medical benefits.

Subsequently the economy, and Districts’ financial situation, has continued to improve. In November 2015 the District was able to remove the 8% cost share for retirees; and as of 2019, the unfunded liability for retiree medical benefits stands at $43 million ($70 million liability minus $23 million of funding; or 39% funded).
Labor has requested the District consider a modification to the medical benefits for active employees. Cal PERS annually renegotiates premiums with its different carriers, resulting in a constantly changing highest-cost plan each year. Consequently, the premium cap at the second highest Bay Area (now Region 1) rate has resulted in employees (and their families) having to annually reevaluate their choice of medical plans, often leading to change in providers which is confusing and cumbersome. Therefore, Labor has requested the District remove the cap at the second highest Region 1 rate for active employees. The cap would remain for retirees as they are typically in lower cost plans, especially after reaching Medicare age 65.

**Financial Implications**

Cal PERS has been diligent in recent years negotiating with medical care providers to reign in premium increases and reduce the disparity between plan premiums. The difference between the highest and second highest cost medical plans for 2019 is 1.85%, and for 2020 the cost difference is 4.57%. The net cost difference in monthly premiums between the highest and second highest plans for 2019 would have ranged from $18.91 for employee only to $49.15 for a family; the net difference for 2020 would range from $47.65 for employee only to $123.66 for a family. Therefore, the annual cost to the District of eliminating the premium cap would depend on the number of employees choosing the highest cost plan; and present, the plan with the most active employee participants is Kaiser, which tends to be in the medium to low premium range.

The medical open enrollment period for calendar year 2020 has closed, and four (4) active employees chose a health plan with a premium above the cap. Therefore, the cost of removing the cap for 2020 would be $466.11 per month, or $5,593.32 for the year; which represents an increase of 0.14% in the fiscal year 2019/20 budget of $4,001,462.

If there is not a lot movement toward higher cost plans (which is a reasonable assumption given the 8% premium cost share), there would not be a significant impact on the District’s ongoing, operational budget. And if the cap remains for retirees, there would be no impact on the retiree medical liability.

**Recommended Actions**

The recommendation is for the Board to authorize the suspension of the medical premium cap for active employees for calendar year 2020, and thereafter to review on a year-to-year basis the financial impact of removing the cap and whether to continue or revoke the suspension.
From your fans at Sonoma Academy, Thank You!

You are all the best! Thank you!

Isabel ☺

Phil

Jelko

CJ

Mikay

MT

Agenda No. 9.0
Hi Chief Paige:

I wanted to THANK YOUR FIREFIGHTERS for their response to parking lot flooding at my Stone Valley Center last Sunday. Jim Martin, a longtime friend, and his two crew—both Alamo kids—grew-up—helped clear a clogged storm drain that had resulted in 1+ feet of water over an area of 35 x 20 yards, at least. I had been trying to clear the flooded area and drain myself, which I discovered on my way to help out at the Alamo Tree Lighting, but couldn't find the clog. My maintenance staff was responding, but were coming from Oakland. Meanwhile, dozens of people were trying to drive through or park in my Center to go to the Tree Lighting, kids were playing in the flood, and darkness was approaching. Jim gave me the names of his men, but I am embarrassed to say I am horrible with remembering names. Nevertheless, please THANK them, again, and I would love to get you to give us an update on SRVFPD activities at an upcoming Kiwanis Meeting. Merry Christmas to you and all at the Department.

John Lineweaver
San Ramon Valley Fire Protection District  
1500 Bollinger Canyon Road  
San Ramon, CA 94583

RE: Type I Engine Donation

Dear SRVFPD Board Members,  

December 5th, 2019

As Fire Chief for the City of Winters Fire Department, I would like to personally thank  
the San Ramon Valley Fire Protection District Board and Fire Chief Meyer for providing us this  
opportunity and awarding one of your Type I Fire Engine. The award of this Type I engine will  
significantly improve the reliability of operation, safety of personnel and improve maintenance  
ccosts knowing the manufacture is still in business. The Winters Fire Department operates on a  
very limited budget that requires us to be a very resourceful at times to make things work. We do  
not have the funds to replace expensive apparatus, however opportunities such as this please  
know your generous donation will continue to protect our rural community for years come!

Sincerely,

Brad L. Lopez  
Fire Chief
MERRY CHRISTMAS and HAPPY NEW YEAR
THIS IS TO COMMEND
BATALLION CHIEF
Daniel McNamera

In appreciation of your timeless efforts in support of the Kincade Incident CA-LNU-019376. Your dedication to Incident Management Team Six is commendable, and an honorable service to the citizens of Sonoma County. We pay special tribute to you for your service.

With Heartfelt Gratitude!

Given on this fourth day of November, Two Thousand and Nineteen

From the Commanders of
Incident Management Team Six
Paige Meyer, Fire Chief,

I was involved in a car accident on Thursday, Oct 24, 2019, at 9:00 AM on 480 South & pulled off onto Cypress Valley Rd to Valero gas station. I had been rear ended by truck and was driving a small sports car. The emergency responders, Fire & Ambulance were great! They were comforting as I was crying. Professor as they put me in the ambulance to Kaiser Walnut Creek and informing and reassuring me all the way.

Thank you to all -
Charlene Alberti
Thank you for your help!

MADDA
CREATED BY: N.B.

Thank You from the bottom of my HEART.

North Bay Industries
5720 Labath Ave.
Rohnert Park, Ca. 94928
Dear San Ramon Valley Fire Protection District

Thank you so much for keeping the trinca in line & keeping us safe. It is greatly appreciated.

Thank you so much for all you are doing.

THANK YOU

Yours,

[Signature]
To Son Ramon Valley Fire Protection District,

Thank you for risking your life for Sonoma County. If it weren't for you, we wouldn't have places to live. Thank you for being more prepared this year and putting out the fire in such a short amount of time.

Thank you,
Andrew
Thanks You
San Ramon Valley Fire Protection Department
It's you guys & girls putting out the fire
Season's Greetings

Thank you for saving our homes and our community.
We are forever grateful.
Your friends in Sonoma County
Dear First Responders,

Thank you for helping Sonoma County. We may not have had our homes without you. Thanks for being brave. You are our heroes.

Love,

Anthony & 6th Grade

OF Kid Street Charter School
OPERATIONS
Date: December 18, 2019

To: Board of Directors

From: Frank Drayton, Deputy Chief/Fire Marshal

Subject: Monthly Operations Report for November 2019

**Operations/Training**

- PPE Inspection
- Hosted Low Angel Rope Rescue Training-Academy
- Tiller Training
- Company Performance Standard
- CATF-4 - 2 people
- Anti-Harassment Training
- FRO-Hazmat
- Chief Drayton Academy visit with Chief Aguiar

**Events Attended by Suppression:**

- Eng 34 – Skate Park Anniversary Event
- Station 30 – PTA Event, Live Oak Elementary

**Special Teams:**

Hazardous Division
- Completed Annual Level “A” Obstacle Course

**Meetings:**

- County Chiefs
- Command Staff
- Danville Town Council
- Fire Investigation Team Meeting
- Firefighter Reserve
- County Training Officers
- EMS Survivor Reunion Luncheon
San Ramon Valley Fire Protection District
All Responses — November 2019
San Ramon Valley Fire Protection District
EMS and Other Responses — November 2019
San Ramon Valley Fire Protection District
Auto Aid—Alameda County—November 2019

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San Ramon Valley Fire Protection District
Auto Aid—Contra Costa County—November 2019

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<td>Auto Aid Given</td>
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## Standards of Cover Policy Compliance Report
### November 1, 2019 - November 30, 2019

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<td>Y-T-D</td>
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<td>98%</td>
<td>97%</td>
<td>99%</td>
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</table>

| SOC Goal 4 |
|------------------|------------------|------------------|--------------|
| Urban (Count = 1) | Suburban (Count = 0) | Rural (Count = 1) | Wilderness (Count = 0) |
| Goal | Actual | Y-T-D | Goal | Actual | Y-T-D | Goal | Actual | Y-T-D | Goal | Actual | Y-T-D |
| ERF Fire Response | | | | | | | | | | | |
| 13:00 | 11:38 | 14:38 | 14:00 | 0:00 | 10:55 | 21:00 | 12:51 | 18:20 | 45:00 | 0:00 | 23:35 |
| 100% | 71% | 0% | 100% | 100% | 100% | | | | | | |

| SOC Goal 8 |
|------------------|------------------|------------------|--------------|
| Urban (Count = 134) | Suburban (Count = 34) | Rural (Count = 1) | Wilderness (Count = 0) |
| Goal | Actual | Y-T-D | Goal | Actual | Y-T-D | Goal | Actual | Y-T-D | Goal | Actual | Y-T-D |
| ERF Medical Response | | | | | | | | | | | |
| 9:00 | 9:08 | 9:39 | 10:00 | 8:59 | 9:55 | 21:00 | 13:01 | 14:39 | 45:00 | 0:00 | 26:25 |
| 98% | 95% | 100% | 100% | 100% | 100% | | | | | | |

| SOC Goal 7 |
|------------------|------------------|--------------|
| Call Processing EMS | Call Processing Time | Turnout Time |
| Goal | Actual | Y-T-D | Goal | Actual | Y-T-D | Goal | Actual | Y-T-D |
| 1:00 | 0:54 | 1:01 | 1:00 | 1:49 | 1:49 | 2:00 | 1:46 | 1:52 |
| 100% | 99% | 89% | 85% | 100% | 100% | | | | | | |
**Goal 1**  
*Distribution of Fire Stations for Built-up Urban Areas of Greater than 2,000 People per Square Mile*  
To treat and transport medical patients and control small fires, the first‐due unit should arrive within 7 minutes total response time, 90 percent of the time from the receipt of the call in fire dispatch. Total response time equates to 1 minute dispatch time, 2 minute crew turnout time and 4 minutes travel time spacing for single units.

**Goal 2**  
*Distribution of Fire Stations for Suburban Areas of 1,000 to 2,000 People per Square Mile*  
The first‐due fire unit should arrive within 8 minutes total response time, 90 percent of the time.

**Goal 3**  
*Distribution of Fire Stations for Rural Areas of Less than 1,000 People per Square Mile*  
The first‐due fire unit should arrive within 15 minutes total response time, 90 percent of the time.
Goal 4

Effective Response Force (First Alarm) for Urban Areas of Greater than 2,000 People per Square Mile

To confine fires near the room of origin and to treat up to 5 medical patients at once, a multiple-unit response of at least 15 personnel should arrive within 13 minutes total response time from the time of 911 call receipt, 90 percent of the time. This equates to 1 minute dispatch time, 2 minutes crew turnout time and 10 minutes travel time spacing for multiple units. Suburban areas should receive the full first alarm within 14 minutes total response time, 90 percent of the time with the goal to limit the fire spread to the area already involved upon the arrival of the effective response force. For rural areas, this should be 21 minutes, 90 percent of the time. Outcome goals in these areas would be to confine fires to the building of origin and to care for medical patients.

Goal 5

Hazardous Materials Response

Respond to hazardous materials emergencies with enough trained personnel to protect the community from the hazards associated with the release of hazardous and toxic materials. Achieve a total response time consistent with Goal 1, Goal 2 and Goal 3 with the first company capable of operating at the California OSHA First Responder Operations (FRO) level. After size-up and scene evaluation is complete, a determination will be made whether to request the on-duty District Hazardous Materials Team and/or other appropriate resources.

Goal 6

Technical Rescue

Respond to technical rescue emergencies with enough trained personnel to facilitate a successful rescue. Achieve a total response time consistent with Goal 1, Goal 2 and Goal 3 with the first company capable of operating at the California Rescue System 1 (RS1) level. After size-up and scene evaluation is complete, a determination will be made whether to request the on-duty District Rescue Team and/or other appropriate resources.

Goal 7

Call processing and turnout times

A concentrated focus will be placed on systems, training and feedback measures to crews to lower dispatch and turnout time reflex measures to national best practices of 1 minute for dispatch and 2 minutes for fire crew turnout, 90 percent of the time.

Goal 8

Effective Response Force for Advanced Life Support (ALS) Medical Emergencies

To treat medical patients requiring advanced procedures and skills (defined as Charlie, Delta or Echo), a two-unit response consisting of one paramedic-staffed ambulance and one additional paramedic-staffed unit for a response force of at least five personnel should arrive within 6 minutes travel time in urban areas and 7 minutes travel time in suburban areas, 90 percent of the time. For rural areas, excluding Mt. Diablo State Park, personnel should arrive within 18 minutes travel time 90 percent of the time.
EMS
Date: December 18, 2019

To: Board of Directors

From: John Duggan, Battalion Chief

Subject: Monthly EMS Division Communications

---

**EMS**

- The District responded to approximately 550 emergency medical incidents since the November Board of Directors Meeting. Three of these incidents were in response to patients who had experienced a cardiac arrest. One of these incidents was in response to a witnessed arrest, with bystander Cardio Pulmonary Resuscitation (CPR) having been performed on scene. Two of these three patients exhibited a return of spontaneous circulation (ROSC) in response to Advanced Life Support (ALS) interventions, prior to arrival in the Emergency Room.

**Ongoing Projects**

- Continued to deliver a training and education program for Laura Begin, the District’s EMS Coordinator/RN
- Continued to deliver a training and education program for two recently appointed EMS Liaisons
- Collaborated with Human Resources in the expansion of the District’s immunization program, offered to employees and volunteers
- Completed 2019 Quarter IV mandated Basic Life Support (BLS) training for all District Emergency Medical Technicians (EMT)
- Completed 2019 Quarter IV mandated Advanced Life Support (ALS) training for all District Paramedics
- Participated in Air Ambulance (helicopter) Workshop with Contra Costa County Health Services and other fire based agencies
- Attended multiple meetings with local and state EMS stakeholder agencies

---
LOGISTICS
Date: December 18, 2019

To: Board of Directors

From: Jonas Aguiar, Acting Deputy Chief

Subject: Monthly Logistics Report for November, 2019

Facilities

1. Administration building electrical transfer switch upgrade
2. Irrigation system checks/repairs- ongoing
3. Conducted preventative maintenance and repairs to effectively manage costs and maintain service (on-going)

Fleet

1. Type 1 Engines- E32 In Service, outfitting in-progress on the other three
2. Type 5 Engines- outfitting in-progress
3. Type 1 Engine (5th Engine)- arrived to Golden State awaiting post-delivery inspection
4. Conducted preventative maintenance and repairs to effectively manage costs and maintain safety (on-going)

Meetings

1. 11/05/19 Public Safety Meeting
2. 11/05/19 Alamo MAC
3. 11/12/19 Command Staff Meeting
4. 11/13/19 County Chiefs Meeting
5. 11/15/19 Anti-Harassment Training
6. 11/18/19 Alamo Liaison Meeting
7. 11/25/19 Golden State Fire Apparatus Meeting
FIRE & LIFE SAFETY
Plan Review and Inspections

Plan review and construction inspections continue to be a priority to support the active construction projects. The following plans and inspections were accomplished year-to-date as of December 2, 2019:

<table>
<thead>
<tr>
<th>PLAN REVIEW / CONSTRUCTION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>NEW PROJECTS</td>
<td>710</td>
</tr>
<tr>
<td>PLAN REVIEWS SUBMITTED</td>
<td>1402</td>
</tr>
<tr>
<td>PLAN REVIEWS COMPLETED</td>
<td>1445</td>
</tr>
<tr>
<td>INSPECTIONS</td>
<td>1506</td>
</tr>
<tr>
<td>PLAN REVIEW FEES</td>
<td>$789,610.00</td>
</tr>
</tbody>
</table>

Our four Inspectors have been directed to attain the goal of 100% completed inspections of all State mandated and permitted buildings in 2019. Re-inspections will continue with some occupancies that are struggling with full-compliance. The following inspections were accomplished year-to-date as of November 30, 2019:

<table>
<thead>
<tr>
<th>Year Review</th>
<th>% Inspected</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Compliance Inspections</td>
<td>100%</td>
<td>91.99%</td>
</tr>
</tbody>
</table>

Heart Safe Committee Activities

Total Citizens trained in CPR/AED for 2019 – 4,187
11/05/19- Attend HeartSafe regular Meeting
11/08/19- Taught 5th grade students CPR/AED at Hidden Hills Health Fair – 150 trained
10/23/19- Taught Blackhawk HOA – 45 trained
Residential Care Facility Work Group
11/12/19- Monthly meeting

Public Education
11/06/19- Taught 1st and 2nd graders fire safety at Quail Run Elementary
11/07/19- Taught 1st and 2nd graders fire safety at Coyote Creek Elementary
11/12/19- Taught 1st and 2nd graders fire safety at Bella Vista Elementary
11/18/19- Taught 1st and 2nd graders fire safety at Alamo Elementary

CERT Activities
11/01/19- Assist cleaning Citizen Corp storage room
11/06/19- Cert Class #88 – Fire Prevention training
11/07/19- Cert Class #88 – ICS, Training Drill & Graduation
11/16/19- Cert C8 Light-up the Bay Communications Exercise

Meetings
11/06/19- Attend lighting of the Old Oak Tree Danville Chamber of Commerce
11/06/19- Attend TAC planning meeting
11/08/19- SRV Citizen Corps Council – Policy Advisory Committee meeting
11/14/19- Attend C8 meeting

Upcoming Events
12/03/19- HeartSafe Committee Meeting
12/11/19- First Responder class for the Boy Scouts
### SAN RAMON VALLEY FIRE PROTECTION DISTRICT
#### FIRE PREVENTION DIVISION
#### MONTHLY BOARD OF DIRECTORS ACTIVITY REPORT

**November 2019**

<table>
<thead>
<tr>
<th>Code Compliance</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>AUG</th>
<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>INSPECTIONS</strong></td>
<td>83</td>
<td>204</td>
<td>189</td>
<td>215</td>
<td>149</td>
<td>123</td>
<td>118</td>
<td>80</td>
<td>85</td>
<td>215</td>
<td>137</td>
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<tr>
<td><strong>REINSPECTIONS</strong></td>
<td>98</td>
<td>199</td>
<td>213</td>
<td>324</td>
<td>257</td>
<td>200</td>
<td>217</td>
<td>158</td>
<td>117</td>
<td>337</td>
<td>214</td>
<td>0</td>
<td>2334</td>
</tr>
<tr>
<td><strong>TOTAL</strong> *</td>
<td>181</td>
<td>403</td>
<td>402</td>
<td>539</td>
<td>406</td>
<td>323</td>
<td>335</td>
<td>238</td>
<td>202</td>
<td>552</td>
<td>351</td>
<td>0</td>
<td>3932</td>
</tr>
</tbody>
</table>

| Occupancy Permits | 26  | 75  | 79  | 121 | 109 | 62  | 97  | 46  | 43  | 107 | 128 | 0   | 893 |

### Annual Inspection Program

<table>
<thead>
<tr>
<th>TOTAL INSPECTABLE OCCS</th>
<th>1523</th>
<th>1523</th>
<th>1523</th>
<th>1523</th>
<th>1523</th>
<th>1523</th>
<th>1523</th>
<th>1523</th>
<th>1523</th>
<th>1523</th>
<th>1523</th>
<th>1523</th>
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</thead>
<tbody>
<tr>
<td>TOTAL STARTED YTD †</td>
<td>75</td>
<td>191</td>
<td>184</td>
<td>207</td>
<td>142</td>
<td>119</td>
<td>116</td>
<td>78</td>
<td>81</td>
<td>205</td>
<td>130</td>
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<tr>
<td>% STARTED YTD</td>
<td>4.92%</td>
<td>12.54%</td>
<td>12.08%</td>
<td>13.59%</td>
<td>9.32%</td>
<td>7.81%</td>
<td>7.62%</td>
<td>5.12%</td>
<td>5.32%</td>
<td>13.46%</td>
<td>8.54%</td>
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<tr>
<td>TOTAL COMPLETED YTD ‡</td>
<td>33</td>
<td>127</td>
<td>167</td>
<td>164</td>
<td>157</td>
<td>127</td>
<td>141</td>
<td>85</td>
<td>63</td>
<td>213</td>
<td>124</td>
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<tr>
<td>% COMPLETED YTD</td>
<td>2.17%</td>
<td>8.34%</td>
<td>10.97%</td>
<td>10.77%</td>
<td>10.31%</td>
<td>8.34%</td>
<td>9.26%</td>
<td>5.58%</td>
<td>4.14%</td>
<td>13.99%</td>
<td>8.14%</td>
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### Construction

<table>
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<tr>
<th>NEW PROJECTS</th>
<th>75</th>
<th>51</th>
<th>48</th>
<th>80</th>
<th>64</th>
<th>90</th>
<th>56</th>
<th>75</th>
<th>57</th>
<th>52</th>
<th>62</th>
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<tbody>
<tr>
<td>PLAN REVIEWS SUBMITTED</td>
<td>151</td>
<td>108</td>
<td>127</td>
<td>139</td>
<td>126</td>
<td>151</td>
<td>110</td>
<td>129</td>
<td>118</td>
<td>123</td>
<td>120</td>
<td>0</td>
<td>1402</td>
</tr>
<tr>
<td>PLAN REVIEWS COMPLETED</td>
<td>159</td>
<td>124</td>
<td>144</td>
<td>137</td>
<td>124</td>
<td>146</td>
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<tr>
<td>INSPECTIONS</td>
<td>100</td>
<td>157</td>
<td>145</td>
<td>159</td>
<td>183</td>
<td>82</td>
<td>153</td>
<td>119</td>
<td>72</td>
<td>173</td>
<td>163</td>
<td>0</td>
<td>1506</td>
</tr>
</tbody>
</table>

* Includes all code compliance inspections; Annual inspection program inspections, temporary tents, fireworks display, etc.
† Includes occupancies within annual inspection program that have had the initial inspection completed.
‡ Includes occupancies within annual inspection program that are in compliance and have no outstanding corrections needed.
# SAN RAMON VALLEY FIRE PROTECTION DISTRICT
## FIRE PREVENTION DIVISION
### MONTHLY PLAN REVIEW INTAKE REPORT

**November 2019**

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>PLAN REVIEW TYPE</th>
<th>SUBMITTAL</th>
<th>COMPLETED</th>
<th>FORMAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ferry Residence</td>
<td>Private fire hydrants and fire protection water supplies</td>
<td>11/01/2019 09:32:11</td>
<td>11/04/2019 08:04:57</td>
<td>Digital</td>
</tr>
<tr>
<td>Stark Residence Remodel</td>
<td>Automatic fire-extinguishing systems</td>
<td>11/01/2019 12:00:00</td>
<td>11/04/2019 07:20:40</td>
<td>Digital</td>
</tr>
<tr>
<td>2102 Estrella Court Meadows Plan 2 Lot 231</td>
<td>Automatic fire-extinguishing systems</td>
<td>11/02/2019 12:00:00</td>
<td>11/02/2019 12:02:19</td>
<td>Digital</td>
</tr>
<tr>
<td>City Center Bishop Ranch - Ramen Hiroshi</td>
<td>Automatic fire-extinguishing systems</td>
<td>11/02/2019 12:00:00</td>
<td>11/02/2019 12:04:18</td>
<td>Digital</td>
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<tr>
<td>2108 Estrella Court Meadows Plan 3 Lot 232</td>
<td>Automatic fire-extinguishing systems</td>
<td>11/02/2019 12:00:00</td>
<td>11/02/2019 12:06:15</td>
<td>Digital</td>
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<tr>
<td>2112 Estrella Court Meadows Plan 4 Lot 233</td>
<td>Automatic fire-extinguishing systems</td>
<td>11/02/2019 12:00:00</td>
<td>11/02/2019 12:08:02</td>
<td>Digital</td>
</tr>
<tr>
<td>2122 Estrella Court Meadows Plan 3 Lot 235</td>
<td>Automatic fire-extinguishing systems</td>
<td>11/02/2019 12:00:00</td>
<td>11/02/2019 12:08:02</td>
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<tr>
<td>SAP Expansion Phase II TI-116 Suite 300</td>
<td>Construction, alteration, or renovation of a building</td>
<td>11/02/2019 16:00:00</td>
<td>11/02/2019 12:39:39</td>
<td>Digital</td>
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<tr>
<td>eQuest TI-123 Suite 500</td>
<td>After hours inspection</td>
<td>11/02/2019 15:17:57</td>
<td>11/02/2019 12:39:39</td>
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<td>Project Description</td>
<td>Details</td>
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<tr>
<td>---------------------</td>
<td>---------</td>
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<tr>
<td>951 Via Veneto Highlands Plan 1 Lot 30</td>
<td>Automatic fire-extinguishing systems</td>
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<tr>
<td>915 Via Veneto Highlands Plan 4 Lot 25</td>
<td>Automatic fire-extinguishing systems</td>
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<tr>
<td>2128 Estrella Court Meadows Plan 3 Lot 236</td>
<td>Automatic fire-extinguishing systems</td>
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<tr>
<td>2125 Estrella Court Meadows Plan 2 Lot 237</td>
<td>Automatic fire-extinguishing systems</td>
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<td></td>
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<tr>
<td>2105 Estrella Court Meadows Plan 1 Lot 238</td>
<td>Automatic fire-extinguishing systems</td>
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<tr>
<td>Recio/Dickey Residence</td>
<td>Fire apparatus access, site improvements and related equipment</td>
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<tr>
<td>Sector 3 Fire Doors Modification</td>
<td>Fire alarm and detection systems and related equipment</td>
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<tr>
<td>Fire Alarm Modifications</td>
<td>Fire alarm and detection systems and related equipment</td>
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<tr>
<td>Infusion Express Suite C</td>
<td>Automatic fire-extinguishing systems</td>
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<td>Bright Minds Academy Occupancy Change</td>
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<td>City Center Bishop Ranch - Ramen Hiroshi</td>
<td>Fire alarm and detection systems and related equipment</td>
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<tr>
<td>Reyes Coca Cola Suite 310</td>
<td>Additional Plan Review</td>
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<tr>
<td>New Era Dentistry/David Partrite Suite H</td>
<td>Automatic fire-extinguishing systems</td>
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<tr>
<td>McDonald's Restaurant Remodel</td>
<td>Construction, alteration, or renovation of a building</td>
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<tr>
<td>ADU Conversion</td>
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<td>Underground LP Tank Installation</td>
<td>LP-Gas</td>
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<td>Vijetha Indian Market Remodel</td>
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<td>Hazy Barbecue</td>
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<td>712 Roseum Court Lexington Plan 3 Lot 51</td>
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<td>716 Roseum Court Lexington Plan 3 Lot 55</td>
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<td>305 Arrowleaf Street Serena Plan 1 Lot 185</td>
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<td>301 Arrowleaf Street Serena Plan 1 Lot 186</td>
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<tr>
<td>Eric Residence</td>
<td>Private fire hydrants and fire protection water supplies</td>
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<td>Verizon Wireless - Stone Hill Site</td>
<td>Flammable and combustible liquids</td>
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<tr>
<td>The Shade Store</td>
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<tr>
<td>Infusion Express Suite C</td>
<td>Automatic fire-extinguishing systems</td>
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<tr>
<td>44 Smokewood Court New SFR</td>
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<tr>
<td>2101 Estrella Court Meadows Plan 2 Lot 239</td>
<td>Automatic fire-extinguishing systems</td>
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<tr>
<td>Residential Remodel</td>
<td>Construction, alteration, or renovation of a building</td>
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<tr>
<td>Access Plans</td>
<td>Fire apparatus access, site improvements and related equipment</td>
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<tr>
<td>Residential Remodel</td>
<td>Automatic fire-extinguishing systems</td>
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<tr>
<td>Allergy &amp; Asthma Suite 225</td>
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<td>Meritage TRCON-673 Suite 140</td>
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<tr>
<td>24 Hour Fitness Expansion TI-11 Suite 100 &amp; 500</td>
<td>After hours inspection</td>
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<tr>
<td>Chevron Building V-1 Office Remodel</td>
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<td>FIRE ALARM REPLACEMENT</td>
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<td>Residential Addition</td>
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<td>Residential Addition</td>
<td>Automatic fire-extinguishing systems</td>
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<tr>
<td>Planning MUP 19-501-018</td>
<td>Planning and site development review</td>
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<td></td>
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<tr>
<td>New Sprinkler Monitoring System</td>
<td>Fire alarm and detection systems and related equipment</td>
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<tr>
<td>PV Variance</td>
<td>Miscellaneous System Plans</td>
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</tr>
<tr>
<td>Phenix Salon Suites</td>
<td>Construction, alteration, or renovation of a building</td>
<td></td>
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<tr>
<td>Hazy Barbecue</td>
<td>Construction, alteration, or renovation of a building</td>
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<tr>
<td>New SFR 46 Smokewood Court</td>
<td>Automatic fire-extinguishing systems</td>
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<tr>
<td>Wework TI-115 Suites 300 &amp; 400</td>
<td>Additional Plan Review</td>
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<td>Anderson Home Remodel</td>
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<td>44 Smokewood Court New SFR</td>
<td>Automatic fire-extinguishing systems</td>
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<tr>
<td>PV Variance</td>
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<td>Rose International TI-142 Suite 460</td>
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<tr>
<td>24 Hour Fitness Expansion TI-11 Suite 100 &amp; 500</td>
<td>After hours inspection</td>
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</tr>
<tr>
<td>Project Description</td>
<td>Type of Work</td>
<td>Start Date</td>
<td>End Date</td>
<td>Digital/OTC</td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
<td>-------------------------------------------</td>
<td>------------------</td>
<td>------------------</td>
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<tr>
<td>SAP Expansion TI-129 Suite 200 210 260</td>
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<td>11/22/2019 09:00:09</td>
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<td>Valent</td>
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<td>Planning and site development review</td>
<td>11/26/2019 08:11:49</td>
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<td>Reinstein Ranch LLC Distillery</td>
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<td>11/26/2019 15:37:55</td>
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COMMUNICATIONS
Date: December 18, 2019

To: Board of Directors

From: Denise Pangelinan, Director of Emergency Communications

Subject: Monthly Communications Division Report November 2019

Communications Center

- EBRCSA Zone Controller Upgrade
- Emergency Medical Dispatch Re-Accreditation Application
- Tri-Valley Burglary Suppression Task Force

Technology Systems

- Upgraded Emergency Fire and Medical Dispatch software to version 5.1.1.32
- Upgraded Microsoft software on Citrix servers to Office 365 suite
- Facilitated annual maintenance on Administration and Communications Center Uninterruptible Power Supplies (UPS)
- Provided Radio Communications Training to Fire Academy 2019-1
- Updated Morgan Territory preplans to Station 37 Volunteers

Training

- Civilian Leadership Training: Dispatch Supervisors Klink, Bouzek, Rodwell
- FirstNet Account Review and Admin Management Training

Meetings

- San Ramon Chamber
- EBRCSA TAC Committee Meeting
- DNI Project Status Meeting

Communications Reserves

- Monthly Drill Meetings
San Ramon Valley Fire IT Monthly Performance Scorecard
Nov 2019

Systems Management Tool

Deployed new tools to effectively manage systems and combat aggressive cyber attacks aimed at Fire Districts, 911 Dispatch Centers, and Public Safety Agencies. Tool sets integrate into helpdesk systems and alert on-call staff whenever an attack is launched. 161 computers and 120 network devices were setup in November. District continually scans for vulnerabilities using automated scripts and takes appropriate preventive action.

Sample MDC Report
AT&T Fiber Lines Ready for Activation (Installation Complete)

- Admin
- Station 31
- Station 32
- Station 33
- Station 34
- Station 35
- Station 38
- Station 39

Special Project Report

Prepping for Fire Station Network Upgrade: Admin and Station 38 will be fully operational in December. Other sites will come online as soon as possible. Cutovers will occur during off hours.

Virtualization Migration to Cloud: Cutover date for the Cloud to be set at next IT Planning Meeting.

Type I’s: 4 new Type I’s Apparatus were received and readied for deployment. To save cost, networking devices and tablets were reassigned from decommissioned apparatus.

CAD Workstation Upgrade: To save cost, District opted to upgrade current CAD workstations from Windows 7 to Windows 10. IT staff is working to complete upgrade prior to 31 December. Two workstations have been completed.

Phone System Upgrade: Began planning for District Phone System upgrade.

Operations Summary

November Activity and KPI Scorecards

- 10 Emergency Support Calls in November
- 86 End-User Helpdesk Requests
- 4 New Apparatus Deployed
- 3 MDC On-Site Repairs
- 112 Alerts
- Current Data Backups (Checked Daily)
  - Dispatch: 4 TB
  - Admin: 5.25 TB
- Uptime (Checked Daily)
  - CAD: 100%
  - ePCR: 100%
  - First on Scene: 100%
  - Email: 100%
  - 55 MDCs: 99.98%
HUMAN RESOURCES
Date: December 18, 2019

To: Board of Directors

From: Stacy Tamori-Ward, Human Resources Generalist

Re: Monthly Human Resources Report for November 2019

Recruitment:

- Coordinated FF Reserve interviews and began the coordination of 28 FF Reserve and FF Reserve Alternates background checks
- Onboarded Public Safety Dispatcher– Part-Time employee

Additional Accomplishments:

- Attended LCW Webinar on Legal and Legislative Update for Public Safety
- Provided in-person, anti-harassment training
- Held and participated in a wellness seminar about Time Management Approaches
- Coordinated the annual Wellness Fitness exams, created a schedule for each shift and communicated information to staff
- Finalizing benefit details for 2019
- HR Staff attended the California Public Employers Labor Relations Association Conference

Employee Illness/Injury Report
November 2019

Reportable Injuries

Indemnity (Lost Time)

November 17, 2019  DOI-11/17/19 – An employee sought treatment for a back injury.

   Status:  Remained out at month end

Medical Only (No Lost Time)

November 6, 2019  An employee injured his knee during training. Medical treatment was received, but no work time was lost.

As of November 30, 2019, there were six (6) employees absent from their regular work assignment. Total lost time due to injuries for the month of November equaled 160 calendar days/53 shifts.
Date: December 18, 2019
To: Board of Directors
From: Ken Campo, Financial Consultant
       Davina Hatfield, Controller

Financials:

- Balance Sheet
- Revenues – All Funds, Budget vs. Actual
- Expenditures – General Fund Budget vs. Actual
- Expenditures – Capital, Debt Service and Community Funds Budget vs. Actual
- Revenue/Expense History – Monthly, General Fund
- Overtime Analysis

Meetings/Activities:

- Met with CalPERS CERBT program manager to discuss OPEB Trust annual update through October 31, 2019.
- Worked with CCCERA to streamline the retirement estimate process.
- Met with Contra Costa County Fire Protection District Administration to discuss various aspects of benefits administration.
- Provided support and assistance to other Divisions with the following projects:
  - Development of PG&E Safety Ordinance
  - Ongoing development of agreement with City of San Ramon for a joint Public Safety Building.
  - Provide assistance in evaluation of impact of suspending the medical insurance premium cap for active employees.
## San Ramon Valley Fire Protection District

### Combined Balance Sheet

November 30, 2019

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>GOVERNMENTAL FUND TYPES</th>
<th>AGENCY</th>
<th>ACCOUNT GROUPS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>General Fund - 100</td>
<td>Budget Stabilization - 110</td>
<td>Debt Service Fund - 200</td>
</tr>
<tr>
<td></td>
<td>$ 618,117</td>
<td>$ 464,182</td>
<td>$ -</td>
</tr>
<tr>
<td>Cash - Checking</td>
<td>$ 618,117</td>
<td>$ 464,182</td>
<td>$ -</td>
</tr>
<tr>
<td>Cash - Money Market</td>
<td>506,247</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Cash - Workers’ Compensation</td>
<td>(133,111)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Cash - Flexible Spending</td>
<td>21,057</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>1,250</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Investments - LAIF @ 2.44%</td>
<td>2,605,421</td>
<td>-</td>
<td>8,000,775</td>
</tr>
<tr>
<td>Investments - Mkrt Value Adj/Premium/Discount</td>
<td>2,605,421</td>
<td>-</td>
<td>8,000,775</td>
</tr>
<tr>
<td>Investments - Bank of the West @ 1.89% avg</td>
<td>15,049,319</td>
<td>18,517,892</td>
<td>-</td>
</tr>
<tr>
<td>Cash with Fiscal Agent</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>369,687</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Interest Receivable</td>
<td>227,692</td>
<td>68,902</td>
<td>57,392</td>
</tr>
<tr>
<td>YE Accrued Ambulance Billing</td>
<td>1,448,329</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Prepaid Expenses/Deposits</td>
<td>9,105,667</td>
<td>-</td>
<td>2,014,906</td>
</tr>
<tr>
<td>Buildings &amp; Improvements</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Construction in Progress</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Equipment</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Vehicles</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Accumulated Depreciation</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Amount to be Provided for General Long Term Debt</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>$ 29,897,776</td>
<td>$ 19,076,990</td>
<td>$ 126</td>
</tr>
</tbody>
</table>

| LIABILITIES | | | |
| Accounts Payable | - | - | - | - | - | - | - | - |
| Accrued Expenses | 2,894,295 | - | 9,340 | - | - | - | - | - |
| Deposits Payable | 16,210 | - | - | - | - | - | - | - |
| Deferred Ambulance Billing Revenue | 759,129 | - | - | - | - | - | - | - |
| Long Term Debt (1) Certificates of Participation | - | - | - | - | - | - | - | - |
| Long Term Debt (2) Vehicle Lease | - | - | - | - | - | - | - | - |
| Liability Assc. with Open Workers’ Comp Claims | - | - | - | - | - | - | - | - |
| Liability for Accumulated Leave | - | - | - | - | - | - | - | - |
| **Total Liabilities** | $ 3,669,634 | - | 9,340 | - | - | - | - | - |

| FUND EQUITY | | | |
| Investment in General Fixed Assets | - | - | - | - | - | - | - | - |
| Non-Spendable Fund Balance | - | - | - | 2,014,906 | - | - | - | - |
| Restricted Fund Balance | - | - | 126 | 97,861 | 60 | - | - | - |
| Committed Fund Balance: | | | | | | | | |
| Dry Period Funding | 26,171,349 | - | - | - | - | - | - | - |
| Budget Stabilization | - | 15,076,990 | - | - | - | - | - | - |
| Workers’ Compensation Claims | - | 4,000,000 | - | - | - | - | - | - |
| Capital Projects | - | - | 7,572,450 | - | - | - | - | - |
| Assigned Fund Balance: | | | | | | | | |
| Other Assigned Fund Balance | 56,793 | - | 401,654 | - | 975 | - | - | - |
| Unassigned Fund Balance | - | - | - | - | 36,698 | - | - | - |
| **Total Fund Balance** | $ 26,228,142 | $ 19,076,990 | $ 126 | $ 10,086,871 | $ 60 | $ 37,673 | $ 36,595,792 | $ 25,252,622 |
| **Total Liabilities and Fund Equity** | $ 29,897,776 | $ 19,076,990 | $ 126 | $ 10,096,211 | $ 60 | $ 37,673 | $ 36,595,792 | $ 25,252,622 | $ 120,957,250 |
San Ramon Valley Fire Protection District  
Revenue - All Funds  
2019/20  
For the Period Ended November 30, 2019

**FISCAL YEAR COMPLETED - 41.67%**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual (unaudited)</td>
<td>Budgeted</td>
<td>Realized</td>
<td>Remaining Budget</td>
</tr>
<tr>
<td><strong>TAXES</strong></td>
<td></td>
<td></td>
<td></td>
<td>% Received</td>
</tr>
<tr>
<td>PROPERTY TAXES - CURRENT SECURED</td>
<td>$ 68,105,244</td>
<td>$ 71,176,035</td>
<td>-</td>
<td>$ 71,176,035</td>
</tr>
<tr>
<td>PROPERTY TAXES - SUPPLEMENTAL</td>
<td>1,741,546</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>PROPERTY TAXES - UTILITIES (Unitary)</td>
<td>1,154,161</td>
<td>1,153,948</td>
<td>-</td>
<td>1,153,948</td>
</tr>
<tr>
<td>PROPERTY TAXES - CURRENT UNSECURED</td>
<td>1,966,018</td>
<td>1,958,810</td>
<td>1,925,120</td>
<td>33,690</td>
</tr>
<tr>
<td>HOMEOWNERS PROPERTY TAX RELIEF</td>
<td>457,938</td>
<td>475,000</td>
<td>-</td>
<td>475,000</td>
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<tr>
<td>RDA PROPERTY TAX</td>
<td>1,037,049</td>
<td>1,057,740</td>
<td>-</td>
<td>1,057,740</td>
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<tr>
<td>LESS COUNTY TAX ADMINISTRATION</td>
<td>(578,027)</td>
<td>(589,588)</td>
<td>-</td>
<td>(589,588)</td>
</tr>
<tr>
<td>PROPERTY TAXES - PRIOR SECURED</td>
<td>(90,250)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>PROPERTY TAXES - PRIOR SUPPLEMENTAL</td>
<td>(69,301)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>PROPERTY TAXES - PRIOR UNSECURED</td>
<td>49,536</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL TAXES</strong></td>
<td>73,773,914</td>
<td>75,231,945</td>
<td>1,925,120</td>
<td>73,306,825</td>
</tr>
<tr>
<td><strong>INTERGOVERNMENTAL REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEASURE &quot;H&quot;</td>
<td>33,000</td>
<td>33,000</td>
<td>-</td>
<td>33,000</td>
</tr>
<tr>
<td>SB-90 MANDATED COSTS</td>
<td>-</td>
<td>-</td>
<td>56,345</td>
<td>(56,345)</td>
</tr>
<tr>
<td>STATE AID/GRANTS (OES REIMB.)</td>
<td>686,032</td>
<td>-</td>
<td>32,972</td>
<td>(32,972)</td>
</tr>
<tr>
<td>OTHER INTERGOVERNMENTAL REVENUE</td>
<td>226,080</td>
<td>260,000</td>
<td>-</td>
<td>260,000</td>
</tr>
<tr>
<td>GEMT</td>
<td>120,085</td>
<td>80,000</td>
<td>-</td>
<td>80,000</td>
</tr>
<tr>
<td>CONSOLIDATED DISPATCH</td>
<td>675,000</td>
<td>1,400,000</td>
<td>350,000</td>
<td>1,050,000</td>
</tr>
<tr>
<td><strong>TOTAL INTERGOVERNMENTAL REVENUE</strong></td>
<td>1,740,197</td>
<td>1,773,000</td>
<td>439,317</td>
<td>1,333,683</td>
</tr>
<tr>
<td><strong>CHARGES FOR SERVICE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INSPECTION FEES</td>
<td>60,799</td>
<td>63,823</td>
<td>28,053</td>
<td>35,770</td>
</tr>
<tr>
<td>PLAN REVIEW</td>
<td>817,598</td>
<td>636,540</td>
<td>308,151</td>
<td>328,389</td>
</tr>
<tr>
<td>INFO TECHNOLOGY SURCHARGE</td>
<td>-</td>
<td>35,018</td>
<td>-</td>
<td>35,018</td>
</tr>
<tr>
<td>WEED ABATEMENT CHARGES</td>
<td>-</td>
<td>1,709</td>
<td>-</td>
<td>1,709</td>
</tr>
<tr>
<td>ADMINISTRATIVE CITATION CHARGES</td>
<td>23,600</td>
<td>5,563</td>
<td>1,000</td>
<td>4,563</td>
</tr>
<tr>
<td>AMBULANCE SERVICES</td>
<td>4,717,074</td>
<td>4,719,750</td>
<td>2,125,840</td>
<td>2,593,910</td>
</tr>
<tr>
<td>CPR CLASSES</td>
<td>922</td>
<td>595</td>
<td>400</td>
<td>195</td>
</tr>
<tr>
<td>REPORTS/PHOTOCOPIES</td>
<td>7,140</td>
<td>6,712</td>
<td>1,400</td>
<td>5,312</td>
</tr>
<tr>
<td><strong>TOTAL CHARGES FOR SERVICE</strong></td>
<td>5,627,133</td>
<td>5,469,710</td>
<td>2,464,844</td>
<td>3,004,866</td>
</tr>
<tr>
<td><strong>USE OF MONEY &amp; PROPERTY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INVESTMENT EARNINGS</td>
<td>1,191,646</td>
<td>1,000,000</td>
<td>668,337</td>
<td>331,663</td>
</tr>
<tr>
<td><strong>TOTAL USE OF MONEY &amp; PROPERTY</strong></td>
<td>1,191,646</td>
<td>1,000,000</td>
<td>668,337</td>
<td>331,663</td>
</tr>
<tr>
<td><strong>RENTAL INCOME</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RENT ON REAL ESTATE</td>
<td>66,308</td>
<td>66,461</td>
<td>28,329</td>
<td>38,132</td>
</tr>
<tr>
<td><strong>TOTAL RENTAL INCOME</strong></td>
<td>66,308</td>
<td>66,461</td>
<td>28,329</td>
<td>38,132</td>
</tr>
<tr>
<td><strong>OTHER REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SALE OF PROPERTY</td>
<td>-</td>
<td>-</td>
<td>6,000</td>
<td>(6,000)</td>
</tr>
<tr>
<td>INSURANCE PROCEEDS</td>
<td>39,408</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>MISCELLANEOUS REVENUE</td>
<td>5,102</td>
<td>10,000</td>
<td>3,329</td>
<td>6,671</td>
</tr>
<tr>
<td><strong>TOTAL OTHER REVENUE</strong></td>
<td>44,510</td>
<td>10,000</td>
<td>9,329</td>
<td>671</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>$ 82,443,708</td>
<td>$ 83,551,116</td>
<td>$ 5,535,276</td>
<td>$ 78,015,840</td>
</tr>
</tbody>
</table>
San Ramon Valley Fire Protection District  
Expenditures - General Fund  
2019/20  
For the Period Ended November 30, 2019

**FISCAL YEAR COMPLETED - 41.67%**

<table>
<thead>
<tr>
<th></th>
<th>2018/19</th>
<th>2019/20</th>
<th>2019/20</th>
<th>2019/20</th>
<th>% Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Budget</td>
<td>Actual to Date</td>
<td>Remaining</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(unaudited)</td>
<td></td>
<td></td>
<td>Budget</td>
<td></td>
</tr>
<tr>
<td><strong>SALARIES &amp; BENEFITS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permanent Salaries</td>
<td>5110 $25,259,418</td>
<td>$26,507,220</td>
<td>$10,874,822</td>
<td>$15,632,398</td>
<td>41.0%</td>
</tr>
<tr>
<td>Temporary Salaries</td>
<td>5115 341,855</td>
<td>374,144</td>
<td>153,257</td>
<td>220,887</td>
<td>41.0%</td>
</tr>
<tr>
<td>Permanent Overtime</td>
<td>5120 8,762,929</td>
<td>8,422,700</td>
<td>4,001,202</td>
<td>4,421,498</td>
<td>47.5%</td>
</tr>
<tr>
<td>Permanent Overtime - Temp Ees</td>
<td>5121 15,541</td>
<td>-</td>
<td>726</td>
<td>(726)</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>FICA/Medicare</td>
<td>5140 494,148</td>
<td>497,470</td>
<td>211,477</td>
<td>285,993</td>
<td>42.5%</td>
</tr>
<tr>
<td>Retirement Contributions</td>
<td>5150 16,775,746</td>
<td>16,587,841</td>
<td>6,965,637</td>
<td>9,622,204</td>
<td>42.0%</td>
</tr>
<tr>
<td>Retirement Contrib. UAAL</td>
<td>5150 294,000</td>
<td>236,000</td>
<td>236,000</td>
<td>-</td>
<td>100.0%</td>
</tr>
<tr>
<td>401a Contributions - ER Paid</td>
<td>5151 8,040</td>
<td>8,040</td>
<td>3,490</td>
<td>4,550</td>
<td>43.4%</td>
</tr>
<tr>
<td>Employee Group Insurance</td>
<td>5160 3,746,138</td>
<td>4,001,462</td>
<td>1,641,295</td>
<td>2,360,167</td>
<td>41.0%</td>
</tr>
<tr>
<td>Retiree Health Insurance</td>
<td>5170 2,776,817</td>
<td>3,008,520</td>
<td>1,263,649</td>
<td>1,744,871</td>
<td>42.0%</td>
</tr>
<tr>
<td>OPEB Contribution</td>
<td>5175 4,048,930</td>
<td>3,939,193</td>
<td>1,641,350</td>
<td>2,297,843</td>
<td>41.7%</td>
</tr>
<tr>
<td>Unemployment Insurance</td>
<td>5180 -</td>
<td>20,000</td>
<td>-</td>
<td>20,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>5190 1,442,697</td>
<td>1,250,000</td>
<td>527,242</td>
<td>722,758</td>
<td>42.2%</td>
</tr>
<tr>
<td><strong>TOTAL SALARIES &amp; BENEFITS</strong></td>
<td>63,966,259</td>
<td>64,852,590</td>
<td>27,520,147</td>
<td>37,332,443</td>
<td>42.4%</td>
</tr>
</tbody>
</table>
San Ramon Valley Fire Protection District
Expenditures - General Fund
2019/20
For the Period Ended November 30, 2019

**FISCAL YEAR COMPLETED - 41.67%**

<table>
<thead>
<tr>
<th>SERVICES &amp; SUPPLIES</th>
<th>2018/19 (unaudited)</th>
<th>2019/20 Budget</th>
<th>2019/20 Actual to Date</th>
<th>2019/20 Remaining Budget</th>
<th>% Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICE SUPPLIES</td>
<td>25,569</td>
<td>31,436</td>
<td>13,233</td>
<td>18,203</td>
<td>42.1%</td>
</tr>
<tr>
<td>POSTAGE</td>
<td>15,177</td>
<td>29,034</td>
<td>2,550</td>
<td>26,484</td>
<td>8.8%</td>
</tr>
<tr>
<td>TELECOMMUNICATIONS</td>
<td>242,190</td>
<td>213,064</td>
<td>85,275</td>
<td>127,789</td>
<td>40.0%</td>
</tr>
<tr>
<td>UTILITIES</td>
<td>397,013</td>
<td>381,800</td>
<td>166,576</td>
<td>215,224</td>
<td>43.6%</td>
</tr>
<tr>
<td>SMALL TOOLS/EQUIPMENT</td>
<td>123,819</td>
<td>156,700</td>
<td>39,475</td>
<td>117,225</td>
<td>25.2%</td>
</tr>
<tr>
<td>MISCELLANEOUS SUPPLIES</td>
<td>78,300</td>
<td>124,400</td>
<td>35,272</td>
<td>89,128</td>
<td>28.4%</td>
</tr>
<tr>
<td>MEDICAL SUPPLIES</td>
<td>187,606</td>
<td>193,000</td>
<td>68,635</td>
<td>124,365</td>
<td>35.6%</td>
</tr>
<tr>
<td>FIREFIGHTING SUPPLIES</td>
<td>46,775</td>
<td>55,000</td>
<td>31,455</td>
<td>23,545</td>
<td>57.2%</td>
</tr>
<tr>
<td>PHARMACEUTICAL SUPPLIES</td>
<td>33,955</td>
<td>35,000</td>
<td>16,593</td>
<td>18,407</td>
<td>47.4%</td>
</tr>
<tr>
<td>COMPUTER SUPPLIES</td>
<td>12,832</td>
<td>15,500</td>
<td>5,244</td>
<td>10,256</td>
<td>33.8%</td>
</tr>
<tr>
<td>RADIO EQUIPMENT &amp; SUPPLIES</td>
<td>18,359</td>
<td>20,500</td>
<td>20,095</td>
<td>405</td>
<td>98.0%</td>
</tr>
<tr>
<td>FOOD SUPPLIES</td>
<td>38,577</td>
<td>35,350</td>
<td>9,541</td>
<td>25,809</td>
<td>27.0%</td>
</tr>
<tr>
<td>PPE INSPECTION &amp; REPAIRS</td>
<td>14,362</td>
<td>19,500</td>
<td>9,258</td>
<td>10,242</td>
<td>47.5%</td>
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<tr>
<td>SAFETY CLOTHING/SUPPLIES</td>
<td>140,233</td>
<td>182,100</td>
<td>30,759</td>
<td>151,341</td>
<td>16.9%</td>
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<tr>
<td>CLASS A UNIFORMS &amp; SUPPLIES</td>
<td>2,803</td>
<td>10,500</td>
<td>48</td>
<td>10,452</td>
<td>0.5%</td>
</tr>
<tr>
<td>NON-SAFETY CLOTHING/SUPPLIES</td>
<td>18,187</td>
<td>33,924</td>
<td>3,631</td>
<td>30,293</td>
<td>10.7%</td>
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<tr>
<td>CLASS B UNIFORMS &amp; SUPPLIES</td>
<td>61,810</td>
<td>86,000</td>
<td>16,592</td>
<td>69,408</td>
<td>19.3%</td>
</tr>
<tr>
<td>HOUSEHOLD SUPPLIES</td>
<td>44,067</td>
<td>38,000</td>
<td>23,282</td>
<td>14,718</td>
<td>61.3%</td>
</tr>
<tr>
<td>CENTRAL GARAGE - REPAIRS</td>
<td>526,949</td>
<td>300,000</td>
<td>155,123</td>
<td>144,877</td>
<td>51.7%</td>
</tr>
<tr>
<td>CENTRAL GARAGE - MAINTENANCE</td>
<td>63,207</td>
<td>36,500</td>
<td>23,421</td>
<td>13,079</td>
<td>64.2%</td>
</tr>
<tr>
<td>CENTRAL GARAGE - GAS, DIESEL &amp; OIL</td>
<td>228,159</td>
<td>168,800</td>
<td>111,770</td>
<td>57,030</td>
<td>66.2%</td>
</tr>
<tr>
<td>CENTRAL GARAGE - TIRES</td>
<td>41,578</td>
<td>54,000</td>
<td>15,989</td>
<td>38,011</td>
<td>29.6%</td>
</tr>
<tr>
<td>CENTRAL GARAGE - MANDATED INSPE.</td>
<td>27,453</td>
<td>24,500</td>
<td>269</td>
<td>24,231</td>
<td>1.1%</td>
</tr>
<tr>
<td>MAINT./REPAIRS - EQUIPMENT</td>
<td>135,821</td>
<td>209,977</td>
<td>44,922</td>
<td>165,055</td>
<td>21.4%</td>
</tr>
<tr>
<td>MAINT./REPAIRS - RADIO &amp; ELECTRONIC</td>
<td>216,369</td>
<td>109,876</td>
<td>42,279</td>
<td>67,597</td>
<td>38.5%</td>
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<tr>
<td>MAINT./REPAIRS - BUILDINGS</td>
<td>187,219</td>
<td>246,180</td>
<td>88,424</td>
<td>157,756</td>
<td>35.9%</td>
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<tr>
<td>MAINT./REPAIRS - GROUNDS</td>
<td>42,916</td>
<td>53,000</td>
<td>35,739</td>
<td>17,261</td>
<td>67.4%</td>
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<tr>
<td>RENTS &amp; LEASES-EQUIP./PROPERTY</td>
<td>57,656</td>
<td>68,148</td>
<td>45,500</td>
<td>22,648</td>
<td>66.8%</td>
</tr>
<tr>
<td>SOFTWARE &amp; LICENSING</td>
<td>-</td>
<td>378,601</td>
<td>93,216</td>
<td>285,385</td>
<td>24.6%</td>
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<tr>
<td>PROFESSIONAL/SPECIALIZED SERVICES</td>
<td>1,448,300</td>
<td>2,069,247</td>
<td>717,691</td>
<td>1,351,556</td>
<td>34.7%</td>
</tr>
<tr>
<td>RECRUITING COSTS</td>
<td>84,804</td>
<td>114,300</td>
<td>44,419</td>
<td>69,881</td>
<td>38.9%</td>
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<tr>
<td>LEGAL SERVICES</td>
<td>177,206</td>
<td>605,000</td>
<td>51,358</td>
<td>553,442</td>
<td>8.5%</td>
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<tr>
<td>MEDICAL SERVICES</td>
<td>96,489</td>
<td>123,500</td>
<td>3,105</td>
<td>120,395</td>
<td>2.5%</td>
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<tr>
<td>COMMUNICATIONS SERVICES</td>
<td>87,360</td>
<td>93,600</td>
<td>93,600</td>
<td>-</td>
<td>100.0%</td>
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<tr>
<td>DOCUMENT MANAGEMENT SERVICES</td>
<td>2,492</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>ELECTION SERVICES</td>
<td>10,300</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>INSURANCE SERVICES</td>
<td>488,036</td>
<td>529,236</td>
<td>187,158</td>
<td>342,078</td>
<td>35.4%</td>
</tr>
<tr>
<td>PUBLICATION OF LEGAL NOTICES</td>
<td>1,865</td>
<td>3,500</td>
<td>-</td>
<td>3,500</td>
<td>0.0%</td>
</tr>
<tr>
<td>SPECIALIZED PRINTING</td>
<td>23,215</td>
<td>28,913</td>
<td>3,383</td>
<td>25,530</td>
<td>11.7%</td>
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<tr>
<td>MEMBERSHIPS</td>
<td>76,727</td>
<td>84,748</td>
<td>68,171</td>
<td>16,577</td>
<td>80.4%</td>
</tr>
<tr>
<td>EDUCATIONAL COURSES/SUPPLIES</td>
<td>63,633</td>
<td>111,200</td>
<td>19,348</td>
<td>91,852</td>
<td>17.4%</td>
</tr>
<tr>
<td>EDUCATIONAL ASSISTANCE</td>
<td>16,848</td>
<td>25,000</td>
<td>7,799</td>
<td>17,201</td>
<td>31.2%</td>
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<tr>
<td>PUBLIC EDUCATIONAL SUPPLIES</td>
<td>3,846</td>
<td>9,500</td>
<td>3,638</td>
<td>5,862</td>
<td>38.3%</td>
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<tr>
<td>BOOKS &amp; PERIODICALS</td>
<td>18,158</td>
<td>27,813</td>
<td>9,932</td>
<td>17,881</td>
<td>35.7%</td>
</tr>
<tr>
<td>RECOGNITION SUPPLIES</td>
<td>3,407</td>
<td>3,500</td>
<td>843</td>
<td>2,657</td>
<td>24.1%</td>
</tr>
<tr>
<td>MEETINGS/TRAVEL EXPENSES</td>
<td>58,485</td>
<td>44,800</td>
<td>26,564</td>
<td>18,236</td>
<td>59.3%</td>
</tr>
<tr>
<td>OTHER EXPENSE</td>
<td>20,270</td>
<td>-</td>
<td>14,799</td>
<td>(14,799)</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>PROPERTY TAX SHARE AGREEMENT</td>
<td>97,094</td>
<td>125,000</td>
<td>-</td>
<td>125,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>TAXES &amp; ASSESSMENTS</td>
<td>-</td>
<td>120,000</td>
<td>30,984</td>
<td>89,016</td>
<td>25.8%</td>
</tr>
<tr>
<td><strong>TOTAL SERVICES &amp; SUPPLIES</strong></td>
<td>5,807,496</td>
<td>7,429,247</td>
<td>2,517,158</td>
<td>4,912,089</td>
<td>33.9%</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING EXPENDITURES</strong></td>
<td>$69,773,755</td>
<td>$72,281,837</td>
<td>$30,037,305</td>
<td>$42,244,532</td>
<td>41.6%</td>
</tr>
</tbody>
</table>
### San Ramon Valley Fire Protection District
### Expenditures - All Other Funds
### 2019/20
### For the Period Ended November 30, 2019

**Fiscal Year Completed - 41.67%**

<table>
<thead>
<tr>
<th></th>
<th>2018/19 (unaudited)</th>
<th>2019/20 Actual to Date</th>
<th>2019/20 Remaining Budget</th>
<th>% Expended</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Budget</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CAPITAL PROJECTS - 300</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal &amp; Professional Services</td>
<td>5250/5252</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>CRR Tech Improvements</td>
<td>5253</td>
<td>842</td>
<td>60,350</td>
<td>1,636</td>
</tr>
<tr>
<td>Publication of Legal Notices</td>
<td>5270</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Design/Construction</td>
<td>6105/6110</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Various Improvements</td>
<td>6120</td>
<td>524,583</td>
<td>1,428,446</td>
<td>539,257</td>
</tr>
<tr>
<td>Radio/Electronic Equipment</td>
<td>6230</td>
<td>249,932</td>
<td>345,423</td>
<td>18,643</td>
</tr>
<tr>
<td>Major Equipment</td>
<td>6240</td>
<td>141,553</td>
<td>178,291</td>
<td>57,210</td>
</tr>
<tr>
<td>Autos &amp; Trucks</td>
<td>6250</td>
<td>3,146,104</td>
<td>2,464,678</td>
<td>132,903</td>
</tr>
<tr>
<td><strong>TOTAL CAPITAL PROJECTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ 4,063,014</td>
<td>$ 4,477,188</td>
<td>$ 749,649</td>
<td>$ 3,727,539</td>
</tr>
</tbody>
</table>

| **DEBT SERVICE - 200** |                      |                        |                          |            |
| Professional/Specialized Services | 5250 | $ 2,915 | $ - | $ - | $ - |
| Bond Redemption - 2013 & 2015 COP | 5310 | 1,268,098 | 931,350 | 720,675 | 210,675 | 77.4% |
| Equipment Lease | 5310 | 613,156 | 613,156 | 308,035 | 305,120 | 50.2% |
| **TOTAL DEBT SERVICE** |                      |                        |                          |            |
|                          | $ 1,884,169 | $ 1,544,505 | $ 1,028,710 | $ 515,795 | 66.6% |

| **COMMUNITY FUND - 400** |                      |                        |                          |            |
| Other Special District Expenditures | 5286 | $ - | $ - | $ - | $ - |
| **TOTAL SRVF COMMUNITY FUND** |                      |                        |                          |            |
|                          | $ - | $ - | $ - | $ - |

**TOTAL - CAPITAL, EQUIPMENT, DEBT SERVICE, & SRVF COMMUNITY FUND**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 5,947,183</td>
<td>$ 6,021,693</td>
<td>$ 1,778,359</td>
<td>$ 4,243,334</td>
</tr>
</tbody>
</table>
# SAN RAMON VALLEY FIRE PROTECTION DISTRICT
## GENERAL FUND
### REVENUE/EXPENDITURE HISTORY

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>August</td>
<td>426,922</td>
<td>5,260,304</td>
<td>363,912</td>
<td>5,109,224</td>
<td>695,817</td>
<td>5,671,451</td>
<td>490,374</td>
<td>5,905,072</td>
<td>610,284</td>
<td>6,468,445</td>
</tr>
<tr>
<td>September</td>
<td>354,095</td>
<td>4,581,188</td>
<td>377,209</td>
<td>5,047,543</td>
<td>480,964</td>
<td>5,593,302</td>
<td>579,731</td>
<td>5,563,173</td>
<td>388,535</td>
<td>5,580,182</td>
</tr>
<tr>
<td>October</td>
<td>2,040,889</td>
<td>4,262,203</td>
<td>2,158,269</td>
<td>5,282,085</td>
<td>2,593,632</td>
<td>5,999,337</td>
<td>2,375,797</td>
<td>6,005,201</td>
<td>2,931,282</td>
<td>6,169,069</td>
</tr>
<tr>
<td>November</td>
<td>335,053</td>
<td>4,727,586</td>
<td>720,990</td>
<td>5,554,302</td>
<td>362,621</td>
<td>5,888,575</td>
<td>656,486</td>
<td>6,191,849</td>
<td>516,137</td>
<td>6,368,317</td>
</tr>
<tr>
<td>December</td>
<td>32,619,418</td>
<td>5,464,991</td>
<td>34,893,289</td>
<td>5,043,510</td>
<td>34,930,693</td>
<td>5,966,196</td>
<td>39,332,475</td>
<td>5,629,084</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>January</td>
<td>576,093</td>
<td>4,743,692</td>
<td>1,242,334</td>
<td>5,401,913</td>
<td>8,491,817</td>
<td>5,387,036</td>
<td>1,334,430</td>
<td>5,722,401</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>February</td>
<td>472,114</td>
<td>4,837,271</td>
<td>690,047</td>
<td>5,326,068</td>
<td>446,775</td>
<td>5,326,521</td>
<td>632,213</td>
<td>5,524,960</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>March</td>
<td>620,681</td>
<td>5,229,614</td>
<td>433,245</td>
<td>5,849,120</td>
<td>883,105</td>
<td>6,063,429</td>
<td>972,913</td>
<td>5,624,000</td>
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<td>-</td>
</tr>
<tr>
<td>April</td>
<td>23,795,929</td>
<td>4,901,844</td>
<td>25,663,196</td>
<td>5,297,542</td>
<td>22,339,121</td>
<td>5,257,800</td>
<td>28,219,039</td>
<td>5,320,835</td>
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<tr>
<td>May</td>
<td>840,611</td>
<td>4,935,586</td>
<td>394,206</td>
<td>5,452,583</td>
<td>639,163</td>
<td>5,506,219</td>
<td>507,822</td>
<td>6,529,026</td>
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<tr>
<td>June</td>
<td>5,365,634</td>
<td>5,219,984</td>
<td>5,664,005</td>
<td>5,832,652</td>
<td>5,266,780</td>
<td>5,952,983</td>
<td>6,282,536</td>
<td>6,135,504</td>
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<td>-</td>
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</tbody>
</table>
Total Overtime Hours by Month
January 2017-November 2019