DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES
9325 HAZARD WAY, STE. 100, SAN DIEGO, CALIFORNIA 92123-1217
(858) 694-2739
FAX (858) 467-9697
http://www.sdcawm.org

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

June 27, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

VIA: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Ha Dang, Agricultural Commissioner/Sealer of Weights and Measures HD
Department of Agriculture, Weights and Measures

EXECUTION AND DISTRIBUTION OF COOPERATIVE AGREEMENT # 25-0138-000 SA WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

Pursuant to San Diego County Administrative Code Section 123, this is Agriculture, Weights and Measures' (AWM) request to execute and ratify Cooperative Agreement # 25-0138-000-SA with the California Department of Food and Agriculture (CDFA) for inspection, investigative and enforcement activities for the Certified Farmers Market (CFM) Program (Program) from July 1, 2025, through June 30, 2026. CDFA is the lead agency administering this Program that establishes standards for growers to sell their agricultural products directly to consumers in CFMs. This Agreement specifies AWM to conduct inspections of markets and production sites, investigations, and enforcement activities that are necessary to maintain statewide compliance with California's Direct Marketing laws and regulations. These activities promote local agricultural trade, community belonging, consumer confidence, and fair business competition to support the Sustainability, Community, and Equity Strategic Initiatives in the County of San Diego's 2025-2030 Strategic Plan. AWM will be reimbursed for not more than $72,727.00. The revenue contract does not fully fund the Program, and the associated unreimbursed costs promote community engagement, consumer protection, and agricultural trade.

After executing the two enclosed originals, please keep one for your files and return one to:

Agriculture, Weights and Measures - Mail Stop O-1
Attention: Rolinda Gelacio

Please contact Deputy Agricultural Commissioner Jordan Key at (858) 614-7784 for any questions regarding this request. Thank you.

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GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

June 27, 2025

TO: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Ha Dang HD
Agricultural Commissioner/Sealer of Weights and Measures

REQUEST FOR APPROVAL AND RATIFICATION OF A REVENUE AGREEMENT FOR CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE COOPERATIVE AGREEMENT # 25-0138-000-SA – CERTIFIED FARMERS MARKET PROGRAM

Enclosed for your approval and ratification, pursuant to San Diego County Administrative Code Section 123, is a revenue agreement between the California Department of Food and Agriculture (CDFA) and Agriculture, Weights and Measures' (AWM) for inspection, investigative, and enforcement activities for the Certified Farmers Market (CFM) Program (Program) from July 1, 2025, through June 30, 2026. The County will be reimbursed for up to $72,727.00. CDFA is the lead agency administering this Program that establishes regulatory standards for growers to sell their agricultural products directly to consumers at CFMs. This Agreement specifies AWM to conduct inspections of markets and production sites, investigations, and enforcement activities that are necessary to maintain statewide compliance with California's Direct Marketing laws and regulations. The Program supports economic opportunities for local farmers; food security in underserved communities by creating access to markets where locally grown produce is available; and provides opportunities for community belonging and engagement that supports the Sustainability, Community, and Equity Initiatives in the County of San Diego's 2025-2030 Strategic Plan. Board Policy B-29 mandates that departments seek to recover the full cost of all services provided to agencies or individuals outside the County of San Diego organization. Reimbursement by fees, contracts and grants will be for the full cost of all services, with certain exceptions approved by the Board. Ratification of the revenue agreement is also requested since the start date is expected to precede the execution of the agreement

A. SERVICES: The services shall include, but not be limited to:

- Perform market and production site inspections and investigations to promote a fair marketplace and support local economic growth.

B. Coordinate with CDFA and other counties and provide inspection and investigative findings upon request.

- Prepare inspection reports, investigative reports, proposed fine actions, and coordinate administrative civil hearings.

C. ALTERNATIVES: If this Agreement is not approved, AWM will still be required to perform these activities pursuant to California Food and Agricultural Code Section 47025, but will not receive any funding from CDFA.

D. FISCAL IMPACT: The revenue realized from this Agreement will not exceed $72,727.00. The revenue contract with CDFA will not offset all County costs including, but not limited to, administrative costs. The expected net County cost of $31,307.00 is supported by budgeted General Purpose Revenue in AWM as determined by the nature of the program. In accordance with Board Policy B-29, the Director of AWM certifies that the activities to be funded by this revenue contract would be worthy of County funding if external financing were unavailable.

E. AWARD NUMBER: The Auditor and Controller assigned 507036.

Please contact Deputy Agricultural Commissioner Jordan Key at (858) 614-7784 for any questions regarding this request. Thank you.

HD:sl

Enclosure: Agreement # 25-00138-000-SA

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 5/15/25 Department: Agriculture, Weights and Measures

Contract Begin Date: July 1, 2025 End Date: June 30, 2026 Grant: No

*Oracle Award #: 507036 Org #: 48705 Amount: $72,727.00

Contact Person: Jordan Key Phone #: (858) 614-7784

Contracting Agency/Grantor: California Dept. of Food and Agriculture

Description: Revenue agreement with the State of California Department of Food and Agriculture

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☐ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☑ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Ha.Dang@sdcounty.ca.gov Digitally signed by Ha.Dang@sdcounty.ca.gov Date: 2025.07.02 17:39:22 -07'00' Date: 7/2/25

Approved By:

Group Finance Director: [signature] Date: 7-8-25

County Counsel: Jerod.Markley@sdcounty.ca.gov Digitally signed by Jerod.Markley@sdcounty.ca.gov Date: 2025.07.08 12:03:05 -07'00' Date:

Chief Administrative Officer: [signature] Date: 7/8/25

Office of Financial Planning: [signature] Date: 7/9/2025

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* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 26-03

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
25-0138-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:
   STATE AGENCY'S NAME
   CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
   RECIPIENT'S NAME
   COUNTY OF SAN DIEGO

2. The Agreement Term is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: $72,727.00

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

Exhibit A: Recipient and Project Information	2 Pages
Exhibit B: General Terms and Conditions	5 Pages
Exhibit C: Payment and Budget Provisions	2 Pages
Attachments: Scope of Work and Budget	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF SAN DIEGO

Jerod Markley
Approved as to form and legality
Jerod Markley
Senior Deputy County Counsel

BY *(Authorized Signature)*
✍

DATE SIGNED
7/10/25

PRINTED NAME AND TITLE OF PERSON SIGNING
Andrew Potter, Clerk of the Board

ADDRESS
9325 Hazard Way, San Diego, California 92123

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*
✍

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

NM

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: JE Val Date: 7/9/25
Deputy Clerk of the Board Supervisors

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
   The County will perform inspections as outlined in the Food and Agriculture Code (Division 17, Chapter 10.5); the California Code of Regulations (Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5); and any state policies.

   Project Title: Certified Farmers Market Inspections

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Ha Dang
Division/Branch:	Inspection Services/ Inspection & Compliance	Organization:	County of San Diego
Address:	1220 N Street	Address:	9325 Hazard Way
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Diego, CA 92123
Phone:	916-597-7328	Phone:	858-614-7703
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	wm.awm@sdcounty.ca.gov

3. The Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Rolinda Gelacio
Division/Branch:	Inspection Services/ Inspection & Compliance	Organization:	County of San Diego
Address:	1220 N Street	Address:	9325 Hazard Way
City/State/Zip:	Sacramento, CA 95714	City/State/Zip:	San Diego, CA 92123
Phone:	916-597-7328	Phone:	858-414-7474
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	rolinda.gelacio@sdcounty.ca.gov

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

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

   This award ☐ does ☒ does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

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

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

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

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. **Invoicing and Payment**
   A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

   C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

   D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. **Allowable Expenses and Fiscal Documentation**
   A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

   B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

   C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

   D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

   E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

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

4. **Budget Contingency Clause**
If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

SCOPE OF WORK
Fiscal Year 2025/2026

County Responsibilities

The County agrees to provide enforcement through market and production site inspections and investigations in collaboration with the California Department of Food and Agriculture (CDFA), Certified Farmers' Market (CFM) Program. The activities reimbursable under this Cooperative Agreement (Agreement) are in addition to the required inspection activities that are required by statute (Food and Agricultural Code (FAC) Section 47020(b) and FAC Section 47020(c)(3)).

The activities conducted under this Agreement should be consistent with inspection and certification procedures in FAC, Division 17, Chapter 10.5, and the California Code of Regulations (CCR), Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5. Activities to be invoiced under this Agreement will commence no earlier than July 1, 2025.

The County shall provide necessary inspection supplies and equipment, aside from forms provided by CDFA.

Activities billable under this Agreement include:

- Market inspections
  - Inspections performed beyond those required by statute
  - Follow-up inspections
- Production site inspections
  - Inspections performed beyond those required by statute
  - Follow-up inspections
- Inspection and investigative reports
- Notice of Proposed Actions
- Contracts for hearing officers
- Costs related to case closure
- Costs related to supplies for sample collection of conventional fruits and vegetables
- Mileage and travel time

Billable activities under this Agreement shall be reimbursed on an hourly basis, for actual time worked (not a percentage of staff salary). Hearing officers will be reimbursed in the manner the County was charged.

Notify CDFA's CFM Program if a Public Records Request is received that pertains to work completed under this Agreement, prior to the release of any information.

Case ID Number Requirements

The County must request a Case ID number from CDFA for each case. This Case ID number will be used for all inspection/investigatory activities, through case closure.

Market inspections, in addition to the minimum required by statute, do not require a Case ID number. The County will then list the market name on the monthly invoice, in lieu of the Case ID number.

If a county in which the market is located is requesting the production county to conduct a site inspection, email the request directly to the production county and copy Jennifer Leidolf and the respective CDFA district supervisor, and include the following information:

- Market name and date that the certified producer was selling
- Full copy of Certified Producer's Certificate (CPC)
- Pictures and name and variety (if known) of the commodity in question
- Details as to if the producer was selling on behalf of another producer

Minimum inspections required by statute are not reimbursable under this Agreement.

County Activities

- Perform market and production site inspections and investigations (in addition to the required inspection activities that are required by statute)
- Coordinate with CDFA and the production county (if applicable), when production site inspections or investigations are necessary; written confirmation must be obtained by the County
- Draft inspection and investigative reports
- Draft Notices of Proposed Actions
- Conduct Administrative Hearings
- Provide inspection and investigation findings to CDFA and applicable counties upon request
- Record billable activities for invoicing

County Tasks

- Market inspection requirements include, but are not limited to:
    - Reviewing the Certified Farmers' Market Certificate to ensure it is valid
    - Reviewing each CPC to ensure it is valid and all commodities being offered for sale are listed on the certificate
    - Performing a visual inventory of all commodities on display and in the producer's vehicle
    - Inspecting scales being used by certified producers to ensure they are approved and sealed
    - If producer(s) is not in compliance, or is suspected of a noncompliance, photograph all pages of the CPC, the booth, commodities offered for sale, and commodities in the producer's vehicle (if applicable), using appropriate methods for scale (i.e., a wooden ruler). With approval of CDFA, collect sample of conventional fruits and vegetables for pesticide screening.
    - Issue Notices of Noncompliance when violations occur
    - Document the number of vendors selling under the authority and management of the market operator
        - certified agricultural producers
        - producers of noncertifiable agricultural products
        - all other vendors participating in the ancillary section of the market
    - Request product lists from the market operator (as needed)

- Submit findings to CDFA in an email or Inspection Report as requested

- Production site inspection requirements include, but are not limited to:
  - Production verification inspections shall be scheduled within 48 hours of the market inspection.
    - Exemptions may be granted for extenuating circumstances, and must be approved by CDFA
  - Inspecting and photographing all commodities at the growing grounds and at storage locations, using appropriate methods for scale (i.e., a wooden ruler)
  - Document findings of the production site inspection (photographs, statements, observations, etc.) and provide to CDFA and applicable counties upon request

Invoicing

The County shall invoice CDFA for work performed under this Agreement within 60 days after the end of each month in which activities were conducted. *The County must use CDFA's invoice template provided.* The County shall submit an invoice statement for each month, even if no activities were conducted for the billing period.

The corresponding CDFA issued Case ID number must be included on all invoices for each case, except for additional market inspections, which must include the market name in lieu of the Case ID number.

The County shall itemize costs for:

- Personnel costs
  - Name of the staff member performing the specified functions
  - Title (e.g., Agricultural Biologist I, Deputy Commissioner, etc.)
  - Billable hours
  - Salary (reported as an hourly rate)
  - Actual benefit rate
- Overhead costs (not to exceed 25% of personal services)
- Costs for hearing officers
- Costs for supplies related to sample collection of conventional fruits and vegetables
- Travel costs (reimbursement rate for mileage must be in accordance with the short-term travel vehicle mileage reimbursement rate established by the California Department of Human Resources, unless county rate is less).

CDFA Responsibilities

CDFA may perform evaluations of county inspections, which include, but are not limited to on-site observations; assessment of inspection procedures, and reviewing of Notices of Noncompliance, Notice of Proposed Actions, and other reports for accuracy and consistency.

CDFA will assist in the coordination of Market and Production Site inspections and assign a Case ID for substantiated cases.

2025/2026 Certified Farmers' Market Fiscal Display

County San Diego
Cooperative Agreement # 25-0138-000-SA

	Total
Estimated Costs for Additional Enforcement and Investigation (Includes staff costs for market inspections, productions site inspections, report writing, administrative staff costs, contracting for hearing officers, etc.)	**$72,727.00**
COOPERATIVE AGREEMENT TOTAL:	**$72,727.00**

Operational needs may require changes to line item expenditures within the agreement budget. If changes are needed, the total agreement amount may not be exceeded. Actual invoices must reflect these changes. If additional funding is required, a budget amendment must be submitted for approval.

Investigation costs include: inspection and investigatory work, including follow-up inspections; administrative staff costs, including any functions and actions related to enforcement; mileage; travel time; contracting for hearing officers, and; any costs related to case closure. Inspections, investigations, and administrative staff costs related to enforcement such as the preparation of investigation reports and notices of proposed action (NOPAs) will be reimbursed on an hourly basis utilizing methods to ensure full cost recovery for County overhead. All reimbursement requests shall be related to a case.

(Rev. 3/2021)

HEALTH AND HUMAN SERVICES AGENCY
1600 PACIFIC HIGHWAY, ROOM 206, SAN DIEGO, CALIFORNIA 92101-2417
(619) 515-6555

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF
ADMINISTRATIVE OFFICER

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

July 10, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

FROM: Kimberly Giardina, DSW, MSW, Deputy Chief Administrative Officer
Health and Human Services Agency

ACCEPTANCE OF GRANT AGREEMENT PO8787 WITH COUNCIL OF STATE & TERRITORIAL EPIDEMIOLOGISTS FOR THE CENTERS OF DISEASE CONTROL AND PREVENTION FOR EXPANDING INFLUENZA TESTING OF BORDER AND RURAL AREAS

1. Action Required:
   a. Review and sign Subrecipient Agreement to accept funding from the Council of State & Territorial Epidemiologists (CSTE) for influenza surveillance.
   b. A waiver of B-29 is requested as funding does not offset all costs. The unrecovered costs are $15,217 for the life of the agreement.

2. Background and Expected Outcome:
   a. On April 7th, 2025, Public Health Services was awarded a grant by CSTE titled, Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health (CFDA# 93.421)
   b. This grant agreement supports Public Health Services' influenza surveillance efforts by expanding testing capacity of samples from border/rural areas of the County, enhancing sequencing capabilities for samples that do not subtype as seasonal influenza providing timely results to mitigate spread of new or emerging influenza viruses such as H5/bird flu.
   c. The grant agreement applies to *Live Well San Diego* by building better health and ensuring communities are healthy, safe and thriving.
   d. Term of Agreement: February 14, 2025 – December 31, 2025
   e. Fiscal Impact: $105,000 in total funding for expenditure through December 31, 2025. The funding source for uncovered costs will be existing Health Realignment.
      i. The grant will replace existing realignment dollars including $50,025 in salaries & benefits and $44,333 in services & supplies resulting in realignment savings.
      ii. Unrecoverable B-29 costs of $15,217 for the life of the agreement will be paid with realignment savings from this grant.
      iii. Agency Budget Office has reviewed and approved the budget.

3. Reason(s) for Requested Action:
   a. Clerk of the Board signature is required to accept funding.
   b. Requesting two copies of the agreement to be signed, with one copy to be kept on file with COB.

For more information about this agreement, please contact Luke Dela Calzada by email at Luke.DelaCalzada@sdcounty.ca.gov or by phone at (619) 309-8307.

Patty Danon for

KIMBERLY GIARDINA, DSW, MSW
Deputy Chief Administrative Officer
Health and Human Services Agency

Request for Approval of Revenue Contract or Grant
Not exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29

Date:	05/01/2025	Department:	HHSA - Public Health Services, EISB		
Contract Begin Date:	02/14/2025	End Date:	12/31/2025	Grant:	Yes
*Oracle Award #:		Org #:	45080	Amount:	105,000.00
Contact Person:	Luke Dela Calzada	Phone #:	(619) 309-7800		
Contracting Agency/Grantor:	Council of State & Territorial Epidemiologists				
Description:	Federal subaward to expand influenza surveillance testing capacity of border and rural areas. Includes funding for County staff salaries and benefits.				

☐ The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.

☑ The Department will not recover full costs.

Department Approval: Hernandez, Elizabeth A. Digitally signed by Hernandez, Elizabeth A Date: 2025.06.26 17:28:19 -07'00' Date: 06/26/2025

Approved By:

Group Finance Director:	[signature]	Date:	7/9/25
County Counsel:	Anjana.Pottathil@sdcounty.ca.gov Digitally signed by Anjana.Pottathil@sdcounty.ca.gov Date: 2025.06.21 12:09:19 -07'00'	Date:	
Chief Administrative Officer:	Patty Dann for TK	Date:	7/10/25
Office of Financial Planning:	[signature]	Date:	7/14/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 26-04

County of San Diego
Revenue Fact Sheet

O.F.P. Use Only
Date Rec'd

ACCOUNT NUMBER ASSIGNED: 45755

1. Department ORG: # A5940 Department Name: HHSA
   Contact Person: Luke Dela Calzada Phone: (619) 309-7800
   Low Org: # 45080 (optional)

2. Requested Revenue Account Title: FED HHS 93.421 STRENGTHEN PH SY

3. Anticipated Annual Revenue: $ 105,000

4. Revenue will be Budgeted Beginning with: F.Y. 24-25

5. A. Source of Revenue: (●) Federal ( ) Federal ARRA* Stimulus ( ) State ( ) Public Agency ( ) Individual ( ) Other
   * ARRA - American Recovery and Reinvestment Act of 2009
   Please Explain:

   B. Authority: Admin Article VIII, Sec.123(a)(1)

   C. Form of Revenue: (●) Grant ( ) Subvention ( ) Fee ( ) License ( ) Contract ( ) Other
   If Fee or License, indicate amount: $
   Please Explain:

   D. Service Provided: Expand influenza testing capacity of both animals and exposed humans. Includes funding for County staff salaries and benefits.

   E. Means of Projecting for Budget (formula used): Annualized Gross Rate (D) + (Actual costs of supplies) + (Estimat

   F. How is the Revenue Received: (●) Reimbursements ( ) Advances ( ) Other
   Please Explain:

   G. When is the Revenue Received: ( ) Annually ( ) Quarterly (●) Monthly ( ) Daily ( ) Other
   Please Explain:

6. Cost Recovery: ( ) Full Recovery ( ) A-87 (●) Other
   Please Explain: Indirect costs will not be fully recovered due to award 10 % de minimis rate, compared to Low Org internal indirect rate of 37.7% and external indirect rate of 11.8%

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: Luke Dela Calzada Digitally signed by Luke Dela Calzada Date: 2025.05.02 15:39:10 -07'00' Date: May 1, 2025

RevFactSht Rev. 02/2025

B-29 Costs

Staffing	
Salaries	28,946.39
Benefit @ 72.82%	21,078.76
TOTAL S&B	50,025.15

Services and Supplies	
Office supplies	-
Lab supplies	44,333.40
Telecom	-
IT	-
Contract Costs	-
Travel	1,096.00
Contract ISF	-
Rent	-
Utilities	-
Other	-
TOTAL S&S	45,429.40

TOTAL DIRECT COSTS	95,454.55

INDIRECT COSTS	
Internal Indirects	18,859.48
External Indirects	5,902.97
TOTAL INDIRECTS	24,762.45

TOTAL COSTS (B20+B26)	**120,217.00**

REVENUE	
Direct Revenue Allowed	95,454.55
Indirect Revenue Allowed	9,545.45
TOTAL REVENUE	**105,000.00**

Unrecovered Direct Cost	-
Unrecovered Indirect Cost	15,217.00
Total B-29 Costs	**15,217.00**

PROGRAM INDIRECT RATES*	
Internal Rate	37.70%
External Rate	11.80%

*Contact Fiscal Services, Patrick Bondoc (619-952-6463) or Alberto Magarro (619-990-3306) for your program's rates

CSTE

COST-REIMBURSABLE SUBAWARD AGREEMENT

RECIPIENT:	SUBRECIPIENT:
Council of State & Territorial Epidemiologists (CSTE) 2635 Century Parkway NE., Suite 700 Atlanta, GA 30345 3112 Federal Awarding Agency: Centers for Disease Control and Prevention Recipient Federal Award No. NU38PW000005 CFDA# 93.421 Title: Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health Purchase Order No. **8787**	**County of San Diego, Public Health Services** 3255 Camino del Rio S Mail stop P577 San Diego, CA 92108 619-673-7066 Unique Entity ID: KTWAJNF4SJE5 **SUBRECIPIENT FISCAL AGENT:** Tony Pham 619-481-1810 Toan.Pham@sdcounty.ca.gov
CSTE AUTHORIZING OFFICIAL: Janet Hamilton, MPH Executive Director	**SUBRECIPIENT AUTHORIZING OFFICIAL:** Andrew Potter Clerk of the Board of Supervisors
CSTE PROJECT MANAGER: Rachel Radcliffe, DVM, MPH Senior Program Analyst rradcliffe@cste.org	**SUBAWARD PRINCIPAL INVESTIGATOR (PI):** Emily J. Trumbull, DVM Veterinarian Emily.trumbull@sdcounty.ca.gov

PROJECT/PRODUCT DESCRIPTION (See Article I and Statement of Work, Attachment I for details):

Recipient hereby awards a cost reimbursable Subaward (as determined by 45 CFR, Part 75), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment I

The Project is described as: Building Capacity to Implement a One Health Approach to Address Zoonoses and Enhanced Surveillance for Human Infection with Highly Pathogenic Avian Influenza A(H5N1) Viruses

The purpose of this project is to identify and implement strategies to enhance surveillance for human infections with highly pathogenic avian influenza (HPAI) A(H5N1) viruses. The impact of these strategies and activities is meant to provide a better understanding regarding the threat HPAI A(H5N1) viruses pose to public health.

Is this an award for research and development? **No**

DELIVERABLES: See Attachment I for details.

PERIOD OF PROJECT PERFORMANCE:	Start Date: 2/14/2025	End Date:12/31/2025

SUBAWARD TYPE AND AMOUNT: Cost Reimbursement Agreement shall not exceed $105,000.00 (See Article II & III)

PAYMENT TERMS (See Article III): Note: Payment will only be made upon receipt and approval of invoice, subject to availability of funds from the Federal Awarding Agency.

Subrecipient shall submit invoices for allowable costs incurred per the schedule in Attachment I. Upon receipt of proper invoices, Recipient agrees to process payments in accordance with this Subaward and 45 CFR 75.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include detailed expenditures by budget line item; current and cumulative costs breakdown by budget line item per submitted budget; and the Purchase Order (PO) number. Invoices that do not reference PO number may be returned to Subrecipient. Submission of the final invoice serves as certification as required in 45 CFR 75.415 (a). In submission of final invoice, Subrecipient confirms completion of all deliverables. Invoices and questions concerning invoice receipt or payments shall be directed to the Party's Project Manager or PI.

Both Parties acknowledge that payment to Subrecipient shall be contingent upon the availability of funds from the Federal Awarding Agency. This Agreement may be terminated in CSTE's sole discretion in the event that funds under the prime Cooperative Agreement related to this Agreement are discontinued, disrupted, terminated or suspended by the Federal Awarding Agency for any reason. Such termination will take effect upon receipt of written notice to the Subrecipient from CSTE. Upon termination or suspension, CSTE shall not be liable to Subrecipient for any outstanding costs or commitments entered into by the Subrecipient as a result of this Agreement.

TERMS AND CONDITIONS: See Articles I through XXVIII included as a part of this Agreement for applicable Terms and Conditions.

IN WITNESS WHEREOF, each Party certifies by its undersigned authorized agent that they have read this Subaward Agreement, including its Terms and Conditions and all referenced Attachments, and agree to be bound by it. Upon execution by both Parties, the Subaward Agreement is effective as of the Period of Performance Start Date.

Janet Hamilton, MPH **DATE** **Executive Director** **Council of State & Territorial Epidemiologists**	7/15/25 **Andrew Potter** **DATE** **Clerk of the Board of Supervisors** **County of San Diego, Public Health Services**

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: Date 07/15/25
Deputy Clerk of the Board Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL
BY Angela Pottathil
SENIOR DEPUTY COUNTY COUNSEL

SUBAWARD TERMS AND CONDITIONS

Article I – Statement of Work
More details are set forth in Subrecipient's Statement of Work as appended hereto as Attachment I.

Article II – Cost

A. This is a Cost Reimbursement subaward that shall not exceed $105,000.00 unless changed by written amendment to this Agreement. Payments will only be made for actual costs incurred.
B. All funding shall be contingent upon the availability of funds from the CDC ***(Cooperative Agreement No. NU38PW000005).***
C. Subrecipient agrees to comply with all requirements, rules and regulations of 45 CFR Part 75.
D. Subrecipient agrees to abide by the Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning of the date of the period of the performance or as amended found at: https://www.cdc.gov/grants/federal-regulations-policies/index.html
E. Subrecipient is subject to audit requirements as set forth in 45 CFR Part 75, Subpart F (see Article XXII-Financial Audit).
F. Title to equipment as defined in 45 CFR §75.320 that is purchased or fabricated with award funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 45 CFR §75.320.
G. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
H. CSTE hereby grants to Subrecipient the right to re-budget funds to the extent necessary, as described in the uniform guidance (45 CFR §75.308 and §75.407) to achieve the maximum benefit to the CSTE and in accordance with CDC Policy.

Article III - Payment

A. Subrecipient agrees to provide at a minimum, either the annual (SF425) report due no later than 90 days after the end of the budget period, or a final expenditure report that details final and cumulative spend.
B. Subrecipient shall submit invoices for allowable costs incurred per the invoice schedule in Attachment I. Upon receipt of proper invoices, Recipient agrees to process payments in accordance with this Subaward and §75.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include detailed expenditures by budget line item; current and cumulative costs breakdown by budget line item per submitted budget; and the Purchase Order (PO) number. Invoices that do not reference PO number may be returned to Subrecipient. Submission of the final invoice serves as certification as required in 45 CFR §75.415 (a). In submission of final invoice, Subrecipient confirms completion of all deliverables.
C. Invoices and questions concerning invoice receipt or payments shall be directed to the following contacts:

Rachel Radcliffe, DVM, MPH
Senior Program Analyst
Council of State and Territorial Epidemiologists
2635 Century Parkway NE.,
Suite 700
Atlanta, GA 30345-3112
rradcliffe@cste.org

D. Subject to availability of funds, electronic bank-to-bank payment (automated clearing house, or ACH Payment) shall be made by CSTE to the Subrecipient within thirty (30) days of receipt of an accepted invoice. However, CSTE reserves the right to delay payment without liability beyond these thirty days if such delay is the result of suspension, disruption or termination of funding to CSTE from the Federal

Awarding Agency. In the event of a payment delay, CSTE will notify the Subrecipient of the delay and provide an estimated timeframe for payment if such information is available to CSTE. Subrecipient shall deliver to CSTE the ACH Payment details in a completed CSTE ACH Payment banking form ("ACH Payment Form") sufficiently in advance of such payment due date. CSTE is not responsible for any fees or other charges that the Subrecipient may incur from any bank or otherwise, as a result of using ACH Payment, or for any damages that may result from any bank's decision to withhold or delay the release of a payment. It is the Subrecipient's sole responsibility to ensure that the ACH Payment information CSTE has on record remains correct.

Article IV – COVID-19 Funded

The funds for this subaward are made available by the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); by which the:

A. Subrecipient agrees to the following:
   a. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19;
   b. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction/or appropriate public health measures (e.g. social distancing, home isolation); and
   c. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.
B. Subrecipient agrees to provide CDC copies of and/or access to COVID-19 data collected with these funds in accordance with 45 CFR 75.322.
C. Subrecipient agrees and understands that the award is contingent upon agreement by the Recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19.
D. To the extent applicable, Subrecipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19.

Article V – Publicity

No Party will use the name of the other Party in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party.

Article VI – Governing Laws

This Agreement shall be governed and construed in accordance with laws of the State of Georgia.

Article VII – Regulatory Compliance

A. If Subrecipient disburses any funds received pursuant to this award it must include all mandatory federal requirements in its subawards and contracts.
B. The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (uniform grant guidance), all relevant and applicable laws and regulations of federal, state, and local governments/agencies, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.
C. If applicable, Subrecipient assures that adequate safeguards shall be taken whenever using human subjects in research projects and an institutional review committee composed of sufficient members with varying backgrounds to assure complete and adequate review of projects involving the use of human subjects has reviewed and approved the projects. Subrecipient will abide by all applicable provisions of the U.S. Department of Health and Human Services regarding the use of human subjects.

Article VIII – Rights in Data, Publication, and Copyright

Subrecipient agrees that CSTE shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of

authorship, software, information and data solely conceived or developed by CSTE in the performance of the project and developed using CSTE facilities and personnel ("CSTE Technology"). CSTE agrees that Subrecipient shall own the entire right, title, and interest, including all patents copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Subrecipient personnel, or conceived or developed using Subrecipient facilities under this Agreement ("Subrecipient Technology"). Additionally, the parties agree that they will jointly own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data jointly conceived or developed by the parties in the performance of the project ("Joint Technology").

Each Party further agrees to acknowledge the other Party's participation in the Project in scholarly publications, in listings of sponsored research projects, and for other academic purposes. Federal grant and cooperative agreement funds and support shall be acknowledged, as appropriate and directed by the CDC, in any publication written or published by Subrecipient, for the purpose of reporting the results of or describing a federal grant or cooperative agreement supported activity.

The acknowledgement shall include the following information: "This publication (journal article, etc.) was supported by Cooperative Agreement number NU38PW000005 from The Centers for Disease Control and Prevention (CDC) and CSTE and does not necessarily represent the views of CDC and CSTE."

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Subrecipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Subrecipient and/or the Subrecipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Subrecipient and/or Subrecipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however, the author is strongly encouraged to make the subject manuscript available as soon as possible. The Subrecipient must obtain prior approval from the CDC for any exception to this provision.

The provisions of this Article shall survive the expiration or termination for any reason of this Agreement.

Article IX – Intellectual Property

Each Party's existing and/or already conceived inventions, discoveries, patents, products, or other information developed in whole or part in connection with this Agreement shall remain exclusively their own in accordance with 37 CFR Part 401. Any IP developed in whole or in part in connection with this agreement shall be jointly owned by both Parties. As such, Subrecipient, CSTE and CSTE's prime funder reserves a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and to authorize others to use the work for non-commercial purposes.

The provisions of this Article shall survive the expiration or termination for any reason of this Agreement.

Article X – Termination or Suspension

A. Either Party may terminate this Agreement by giving written notice to the other Party fifteen (15) days in advance of a specified date of termination.
B. If the prime Cooperative Agreement related to this Agreement has been suspended or terminated in whole or in relevant part by the Federal Awarding Agency, CSTE shall provide prompt written notice to Subrecipient regarding such notice from the Federal Awarding Agency. In the event of suspension or termination of the prime Cooperative Agreement related to this Agreement in whole or in relevant part, CSTE may terminate or suspend this Agreement immediately with notice to Subrecipient and without liability to Subrecipient. Such termination or suspension of this Agreement will take effect

upon receipt of written notice to Subrecipient from CSTE. In the event of termination or suspension, CSTE shall not be liable to Subrecipient for costs incurred pr or to the effective date of suspension or termination, including uncance lable obligat ions.

C. As of the effective date of any suspension or termination, Subrecipient will stop work and Subrecipient will not incur any new obligations related to this Agreement.

D. If Subrecipient fails to perform to CSTE's satisfaction any material requirement of this Agreement or is in violation of a material provision of this Agreement, CSTE may either: (a) terminate the Agreement with written notice, effective immediately or (b) enforce the terms and conditions of the Agreement.

E. Upon receipt of such notice of termination or suspension from CSTE, Subrecipient shal take all necessary action to cancel outstanding purchase orders and other commitments relating to the project under this Agreement and shall exercise reasonable diligence to cancel or redirect commitments for personnel services to its other activities and operations.

F. CSTE shall remain liable for all allowable costs incurred under this Agreement, including any of the above-mentioned commitments entered into by Subrecipient in good faith prior to the rece pt of the termination notice, unless such termination is the result of a material breach by the Subrecipient or is the result of termination, suspension or disruption of funding under the prime Cooperative Agreement related to this Agreement by the Federal Awarding Agency. Upon payment of such costs, CSTE shall be entitled to, and Subrecip ent agrees to deliver, the information and items, which, if the Agreement had been completed, would have been requ red to be furnished to CSTE.

Article XI – Non-Solicitation Agreement

During the term of this Agreement and for one (1) year thereafter, Subrecipient will not offer work to, solicit or induce for employment, employ, or contract with, personnel of CSTE, without first obtaining the written consent of applicable CSTE Managing Directors.

Article XII – Independent Contractor

A. In the performance of all services hereunder, neither Party shall be deemed to be an employee of the other Party.

B. No Party is authorized or empowered to act as agent for any other for any purpose and shall not on behalf of any other enter into any contract, warranty, or representation as to any matter. None shall be bound by the acts or conduct of any other. Moreover, the Parties agree that CSTE does not dictate or interfere with how Subrecipient manages their business. Subrecipient, at all times, retains the right to work for others. As provided under the Department of Labor's Fair Labor Standards Act guidance, Subrecipient retains full management of its business, including: 1. Its ability to manage its business for profit or loss 2. the sole responsibility for investing capital into its business and exploring opportunities to expand its market base. The Subrecipient's relationship with CSTE will not extend beyond the Period of Performance of this Agreement. The Subrecipient is engaging in work that is incidental to CSTE's overall mission or business. The Subrecipient is entering into this Agreement fully skilled and able to perform the obligations under this Agreement. The Subrecipient is the sole determinator of its business (hours of work, marketing, workspace, equipment, supplies, taxes and insurance etc.

Article XIII – Indemnification

A. CSTE assumes all risk of liability with respect to its performance of any activities relating to this project, other than liability arising out of an act or omission of Subrecipient, and shall indemnify and hold Subrecipient harmless from all liability arising out of acts or omissions of CSTE, its employees and agents.

B. Subrecipient assumes all risk of liability with respect to its performance of any activities relating to this project, other than liability arising out of any act or omission of CSTE, and shall indemnify and hold CSTE harmless from all liability arising out of acts or omissions of Subrecipient, its employees and agents.

Article XIV – Nondiscrimination, Anti-Racism and Affirmative Action
Subrecipient acknowledges and agrees that it has implemented, or will commit to implement, policies strictly prohibiting discrimination, harassment, and bullying based on race, color, or national origin, including as it relates to hiring, promotion, pay, benefits, and other employment-related activities.

Subrecipient certifies that it has an active program for compliance with all applicable state and federal regulations, executive orders and legislation concerning non-discrimination, equal opportunity, or affirmative action, and that, whenever required, valid assurances of compliance are on file with the cognizant enforcement agency. Whenever applicable, the above statement of certification includes, but is not necessarily limited to, the following Acts:

- Title VI of the Civil Rights Act of 1964
- Executive order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor
- Title VII of the Civil Rights Act of 1964 as amended by the EEO Act of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975, as amended
- Affirmative Action Obligations of Contractors and Subrecipients for Disabled Veterans and Veterans of the Vietnam Era, Sub-part A, Paragraph 60-250.4
- Title IX of the Higher Education Act of 1972.

Article XV – Subrecipient Certifications
A. Debarment and Suspension (45 CFR 75.113)
Subrecipient certifies to the best of its knowledge and belief that it is not presently debarred, suspended, or proposed for debarment or declared ineligible or otherwise excluded from participation, by any Federal Agency, in accordance with OMB Guidelines (53 FR19161-19211).

B. Certification of Non-Delinquency of Federal Debt
Subrecipient certifies that it is in compliance with the Non-Delinquency on Federal Debt criteria, in accordance with OMB Circular A-129.

C. Certification of Drug-Free Workplace
Subrecipient certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F.

D. Certification Regarding Lobbying (45 CFR, Part 93)
Subrecipient understands that all costs of influencing activities associated with obtaining grants, contracts, or cooperative agreements, or loans is an unallowable cost. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying" published on February 26, 1990, including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying" and notices published on December 20, 1989, June 15, 1990, January 15, 1992, and January 19, 1996.

Subrecipient certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

E. Conflicts of Interest

The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by an award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

F. Misconduct in Science

Subrecipient certifies that it has established administrative policies as required by 42 CFR § 93.103.

G. Certification Against Prostitution and Sex Trafficking

Subrecipient certifies that none of the funds made available under this Agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and when, proven effective, microbicides. 22 USC §§ 7601 et seq. ("the Leadership Act").

By accepting this award, the Subrecipient agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children as required by Section 7631(f).

The following definitions apply for purposes of the above provisions:

i. "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
ii. "Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.
iii. "Sex trafficking" the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

H. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the Subrecipient shall comply with 45 CFR 75.329 and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured Products' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain,
(2) Extend or renew a contract to procure or obtain, or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Article XVI – Changes

The Agreement may be modified or amended if the amendment is made in writing and signed by both Parties.

Article XVII – Retention and Access to Records

Subrecipient shall retain all records pertinent to program activities and financial expenditures incurred under this Agreement for a period of three years after the date of submission of the final expenditure report. Any accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under the subaward; receipt and use of any goods and services acquired under the subaward, the costs of the program supplied from other sources, and progress under the Scope of Work in Attachment I. Where a record substantiates a type of expenditure (for example, receipts, invoices, time sheets etc.) that record will include a supporting receipt and have a dated ledger entry, list the payee and include an identifying memo and line item from the approved budget.

Notwithstanding the above, if there are litigation, claims, audits, negotiations, written notification from the federal program or cognizant agencies or the pass-through entity, or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, whichever occurs later.

Subrecipient agrees to provide CSTE, the Comptroller General of the United States, and if appropriate, the State, through their duly authorized representative, access to and the right to examine all records, books, papers, or documents which are related to this project.

Article - XVIII – Clean Air Act and Federal Water Pollution Control Act
If the agreed to price of this Agreement exceeds $150,000, Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

Article XIX – Debt Collection
HHS Claims Collection Regulations (45 CFR Part 30, Subpart B) provides for interest and penalties on all delinquent debts and will be applicable to this Agreement if debt collection becomes necessary.

Article XX – Smoke-Free Workplace
Subrecipient agrees to provide a smoke-free workplace and promote the nonuse of tobacco products. Workplace is defined to mean office space (including private offices and other workspace), conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias, and other public spaces.

Article XXI– Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS)
Subrecipient must disclose, in a timely manner in writing to CSTE (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (45 CFR 75.113)

Disclosures must be sent in writing to the CSTE and to the HHS OIG at the following addresses:

CSTE Office of Grants and Contracts:
ATTN: Jackie McClain, Director, Grants and Contracts
2635 Century Parkway Suite 700
Atlanta GA 30345
Email: jmcclain@cste.org

U.S. Department of Health and Human Services Office of the Inspector General:
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW Cohen Building, Room 5527 Washington, DC 20201
Fax: (202)-205-0604 (include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Article XXII – Financial Audit
Subrecipient is subject to audit requirements as set forth in 45 CFR Part 75, Subpart F.

Per 45 CFR 75.501-75.512, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access as required and as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request

Article XXIII – Monitoring Plan and Reporting
CSTE will monitor Subrecipient to ensure compliance with program requirements and identify any failures in the administration and performance of the Agreement.

These reports to be submitted at least on a quarterly basis, or as defined in Attachment I, shall address work plan project activities for the previous time period, progress status, and any potential problems. In addition, Subrecipient shall report significant problems that impact the progress of scheduled work as these problems are encountered (i.e., commensurate with or independent of the quarterly progress reports, as necessary). Subrecipient shall communicate in advance anytime there will be a delay in the timeliness of reporting or a change in the PI. To the extent that CSTE requires additional information to be included in these reports, it must request such information from Subrecipient not less than ten (10) days before the report is due.

Article XXIV-Risk Assessment, Specific Conditions and Remedies
CSTE has conducted a risk assessment and determined the Subrecipient's level of risk as Low. Risk assessments may be repeated throughout the project period and may be conducted by a CSTE third party agent. If the risk assessment level is concluded to be high at any time, CSTE may require additional conditions and reporting requirements by the Subrecipient per 45 CFR 75.207.
In the event of noncompliance or failure to perform, CSTE has the authority to apply remedies, as defined in the Uniform Guidance (45 CFR 75.371), including, but not limited to: temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate.

Article XXV- Closeout of Award
CSTE will close out the award when it determines that all applicable administrative actions, all required work of the Agreement have been completed and all deliverables have been submitted by the Subrecipient. Closeout procedures will be in accordance with 45 CFR 75.381 and 75.386. Activities during the close-out period may include, but are not limited to:

A. CSTE must promptly pay all allowable costs
B. The Subrecipient must reconcile all cost or expenditure discrepancies
C. The Subrecipient must submit all financial, performance, and other reports by the due dates specified in Attachment I of this Agreement
D. The Subrecipient must promptly refund to Recipient any balances of unobligated cash
E. The Subrecipient must fulfill its audit responsibilities as specified in Article XXII above.
F. Subrecipient must finalize provisional indirect cost rates, if applicable, as specified in Attachment I of this Agreement ("Indirect Costs")
G. Subrecipient agrees to provide at a minimum, either the annual (SF425) report due no later than 90 days after the end of the budget period, or a final expenditure report that details final and cumulative spend.

Article XXVI – Confidentiality
Both Parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other Party's business. Both Parties agree to treat all such information as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement.

Article XXVII – Severability
If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Article XXVIII - Warranty
Subrecipient shall provide that any services provided under this Agreement will meet, or exceed, the local standard of similar service providers in the community. Further, any products provided under this Agreement shall meet the merchantability and fitness standards for the intended purpose.

[END OF TERMS AND CONDITIONS]

CSTE

ATTACHMENT I to COST-REIMBURSABLE SUBAWARD AGREEMENT

1. **Name** County of San Diego, Public Health Services ("COSD, PHS" or "Subrecipient")

2. **Method of Selection**: Competitive Funding Opportunity Announcement

3. **Period of Performance**: 2/14/2025 To 12/31/2025

4. **Invoice Schedule for PO 8787**:
To best support the objectives of this project and to optimize the likelihood of the project's success, CSTE is providing an initial payment to the Subrecipient. The Subrecipient will provide CSTE with actual expenses for each Invoice Due Date period, per the table below. Once the initial payment of $45,000.00 is drawn against, CSTE will pay for actual expenses incurred and submitted by invoice through to the end of the Period of Performance. The initial $45,000.00 is needed to support the project and is determined to be reasonable based on CSTE's historical knowledge. All invoices will include the PO number and, when requested below, a progress report demonstrating satisfactory progress towards outlined deliverables, and will be submitted according to the following schedule:

Progress Report Description	Invoice and/or Progress Report Due Date*	Amount
n/a	Execution of Agreement	$45,000.00 to cover expenses incurred to date in addition to providing upfront support for costs related to project activities. Invoice will list expenses incurred February 14, 2025 – to date of Agreement Execution
Progress report 1 for work completed February 14, 2025-April 30, 2025	April 30, 2025	n/a
Progress report 2 for work completed throughout the project period of May 1, 2025-July 31, 2025	July 31, 2025	n/a
n/a	August 31, 2025	For expenses incurred from one day after the date of Agreement Execution – August 31, 2025
n/a	September 30, 2025	For expenses incurred September 1, 2025 – September 30, 2025
Progress report 3 for work completed throughout the project period of August 1, 2025-October 31, 2025	October 31, 2025	For expenses incurred October 1, 2025 – October 31, 2025
n/a	November 30, 2025	For expenses incurred November 1, 2025 – November 30, 2025

Final progress report for work completed throughout the entire project period.	Dec 31, 2025	For expenses incurred December 1, 2025 – December 31, 2025
Total		Up to $105,000.00

* Invoices must be submitted within 30 days of the Invoice Due Date.

Certification: Submission of final invoice serves as certification as required in 45 CFR 75.415 (a).

5. **Scope of Work**:
   a. **Objectives**: To lead the development of surveillance strategies to better understand the threat HPAI A(H5N1) viruses pose to public health. This will be accomplished by:
      i. Developing and implementing surveillance methods focused on identifying HPAI A(H5N1) infections in humans;
      ii. Engaging with other awardees in a community of practice.

   b. **Deliverables**: The Subrecipient, in collaboration with County of San Diego Public Health Nurses, County of San Diego Public Health Laboratory (PHL), and the County of San Diego PHL Gen Epi team, will:
      i. Rapidly sample and test people who become symptomatic within the specified timeframe after exposure to HPAI-infected animals.
      ii. Expand respiratory virus surveillance of persons with acute respiratory illness in different care settings to include:
         1. Identifying healthcare providers serving border and rural populations;
         2. Aliquoting subsamples from influenza A positive specimens sent by the identified healthcare providers;
         3. Performing influenza A and H5 qPCR on subsamples;
         4. Performing sequencing on H5 positive specimens or specimens that do not subtype
         5. Using results of H5-positive subtyping and viral sequencing to follow up on human cases and conduct post-exposure monitoring of close contacts.
      iii. Attend all scheduled check-in calls and all-site calls with other subawardees, CSTE, and CDC.
      iv. Attend an in-person One Health Summit, if held, to share activities and engage stakeholders in discussions (tentatively scheduled for July 2025 in Atlanta, GA).

6. **FFATA Form**: The Subrecipient's FFATA form is included and forms part of this Agreement as Attachment II.

7. **Itemized Budget**: The Subrecipient's Itemized Budget is included and forms part of this Agreement as Attachment III.

8. **Indirect Cost Rate**: The Subrecipient's is applying the de minimis rate for indirect

9. **Method of Accountability, Monitoring Plan & Reporting**: Monitoring activities will include at a minimum:
    a. Reviewing Subrecipient written progress reports created using the provided template and submitted to Rachel Radcliffe at rradcliffe@cste.org according to the Invoice Schedule outlined above in Paragraph 4.
    b. Requiring prior written approval for changes in activities.
    c. Scheduled conference calls and use other means of communication such as email to monitor progress.
    d. Site visits to review and evaluate performance, if needed.

10. **Roles and Responsibilities**
    a. **CSTE Responsibilities**: During the established project period, CSTE will:
        i. Serve as the Subrecipient's principal point of contact.
        ii. Monitor the terms of the Agreement.
        iii. Fund according to the terms of the Agreement.
        iv. Provide information about the progress of the program to the CSTE Executive Board.
    b. **Subrecipient Responsibilities**: The Subrecipient will have primary responsibility for the following:
        i. Providing updates to CSTE about the project progress as needed.
        ii. Completing the interim and final progress reports and other deliverables as described in the Agreement.
        iii. Any information and communication technology which forms part of final deliverables provided hereunder must be 508 compliant. Final deliverables must fully conform to applicable revised 508 compliance standards prior to delivery to CSTE. For more information on 508 compliance visit: https://www.section508.gov/manage/laws-and-policies/
        iv. Invoicing CSTE according to the terms of the Agreement.

ATTACHMENT II

Federal Funding Accountability and Transparency Act Reporting Requirement

To be completed by CSTE

Award Recipient's Name: County of San Diego, Public Heatlh Services

Amount of Award (obligated amount): $105,000.00

Funding Agency and Program Source: CDC, Cooperative Agreement No. NU38PW000005

CFDA Number: 93.421

Award Title Descriptive of the Purpose of the Funding Action: One Health Capacity Building to Address Zoonoses & Enhanced Surveillance for Human Infection with HPAI A(H5N1) Viruses

To be completed by Recipient

Recipient's Location (Address): 3255 Camino del Rio S, Mail stop P577

San Diego, CA 9-digit Zip Code: 92108-3806

Recipient's Congressional District: 51st

Recipient's Place of Performance (If different from location above): _____

_____ 9-digit Zip Code: 92108-3806

Recipient's Place of Performance Congressional District: _____

Recipient's Unique Entity ID (SAM): KTWAJNF4SJE5

Recipient's Unique Entity ID of Parent Organization [if applicable] (SAM): _____

In order to determine whether you are required to provide executive compensation data, please answer the following question(s):

1. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a Unique Entity ID (SAM), belongs) receive:

   a. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

      ☐ Yes ☒ No

   b. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

      ☒ Yes ☐ No

If you selected "Yes" for both a and b, please answer number 2 below. **If you selected "No" for either or both a and b, you are finished completing this form.**

2. Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this specific CCR record, represented by a Unique Entity ID (SAM) belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   ☐ Yes ☐ No

If you selected "Yes", you are finished completing this form. If you selected "No", please provide the Names and Total Compensation for your five highest compensated executives (i.e. officers, managing partners, or any other employees in management positions):

Name: _____ Total Compensation: $ _____

Name: _____ Total Compensation: $ _____

Name: _____ Total Compensation: $ _____

Name: _____ Total Compensation: $ _____

Name: _____ Total Compensation: $ _____

ATTACHMENT III ITEMIZED BUDGET

Workstream 2 Budget Total	
Budget Portion	**Cost ($)**
Personnel (Salary and Fringe Benefits)	$50,025.15
Travel (Meeting)	$1,096.00
Laboratory Supplies with Assay Validation	$44,333.40
TOTAL DIRECT COSTS	**$95,454.55**
Indirect Costs (10%)	$9,545.45
GRAND TOTAL	**$105,000.00**

COSD CLERK OF THE BOARD
2025 AUG 11 PM2:46

County of San Diego

INTER-DEPARTMENTAL CORRESPONDENCE

July 7, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXTENSION AND RATIFICATION OF GRANT AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA – UC DAVIS KORET SHELTER PROGRAM PER ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts – Department Responsibility for Cost Recovery.

Enclosed is a grant extension with the Regents of the University of California – UC Davis Koret Shelter Program and the County of San Diego, Department of Animal Services, for the Community Spay & Neuter grant that was initially from January 1, 2024, through December 31, 2024. Ratification and amendment of contract is requested as the grant term ended on December 31, 2024, but this amendment will extend the grant through December 31, 2026.

The value of this contract is $150,000.

Please execute and return two (2) copies of the enclosed revenue agreement and email one copy of the agreement to:

Department of Animal Services
Mail Stop: S154
Caroline Mosher
Caroline.Mosher@sdcounty.ca.gov
5821 Sweetwater Rd
Bonita, CA 91902

If you have any questions regarding this request, please contact Caroline Mosher, Administrative Analyst III at 760-496-9225 or Caroline.Mosher@sdcounty.ca.gov.

Andrew Strong
Deputy Chief Administrative Officer

County of San Diego

VAUGHN MAURICE
DIRECTOR

DEPARTMENT OF ANIMAL SERVICES
5821 SWEETWATER ROAD, BONITA, CA 91902-2219
619-767-2605 O FAX 619-470-9155
WWW.SDDAC.COM

June 30, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Vaughn Maurice, Director
Department of Animal Services

EXTENSION AND RATIFICATION OF GRANT AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA – UC DAVIS KORET SHELTER PROGRAM PER ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

The County of San Diego through the Department of Animal Services previously entered into a grant agreement with the Regents of the University of California to provide at least 2,000 no-cost surgeries for owners residing in underrepresented communities within San Diego County, covering the period from January 1, 2024, through December 31, 2024. Ratification and amendment of contract is requested as the grant term ended on December 31, 2024 but this amendment will extend the grant through December 31, 2026.

The value of this contract is $150,000. Please review the contract and let me know if you have any concerns. You may contact me at Vaughn.Maurice@sdcounty.ca.gov if you have any questions. After your approval, we will route the contract for signatures.

This contract supports the County of San Diego's *Live Well San Diego* vision for a region that is building better health, living safely and thriving.

Vaughn Maurice
Director, Department of Animal Services

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 6/18/25 Department: Animal Services

Contract Begin Date: 1/1/24 End Date: 12/31/26 Grant: Yes

*Oracle Award #: N/A Org #: 49150 Amount: $150,000

Contact Person: Caroline Mosher Phone #: 760-496-9225

Contracting Agency/Grantor: The Regents of the University of CA

Description: Grant will fund at least 2,000 spay/neuter surgeries for pets of residents living in the department's service jurisdiction.

☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: [signature] Date: 7/1/25

Approved By:

Group Finance Director: Karina Galvan Date: 7/3/25

County Counsel: Mark Day Date: 7/9/25

Chief Administrative Officer: [signature] Date: 7/7/25

Office of Financial Planning: [signature] Date: 8/7/2025

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* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP# 26-13

UC Davis Purchase Agreement # UCDPO00001561
Amendment # 1

FIRST AMENDMENT TO SHELTER SERVICES AGREEMENT
(San Diego County Department of Animal Services)

THIS FIRST AMENDMENT is made to the University of California, Davis campus agreement # UCDPO00001561 between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**"University"**) on behalf of its UC Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (**"Facility"**) and SAN DIEGO COUNTY DEPARTMENT OF ANIMAL SERVICES (**"Shelter"**).

The parties to the above-referenced agreement agree as follows:

1. Terms. The term of the agreement shall be amended to extend through December 31, 2026.

2. Other Terms. All other terms and conditions of the agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth below.

SAN DIEGO COUNTY
DEPARTMENT OF ANIMAL SERVICES

By: _____
(authorized signature)

Print Name: Andrew Potter

Title: Clerk of the Board

Date: 8/12/25

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: Steven Kobayashi _____
Steven Kobayashi
Associate Director
Procurement & Contracting Service
UC Davis

Date: March 4, 2025

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: Mark Day
Mark Day, Senior Deputy County Counsel

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 8/11/2025
Deputy Clerk of the Board Supervisors

SHELTER SERVICES AGREEMENT
(San Diego County Department of Animal Services)

THIS SHELTER SERVICES AGREEMENT (**"Agreement"**) is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**"University"**) on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (**"Facility"**) and SAN DIEGO COUNTY DEPARTMENT OF ANIMAL SERVICES (**"Shelter"**) in connection with the California for All Animals statewide animal shelter assistance program (**"Program"**).

The parties agree as follows:

1. **Shelter Services.** Shelter shall adhere to the scope of work described in **"Exhibit A"**, attached hereto and by this reference made a part hereof (collectively the **"Services"**). University shall reimburse Shelter for costs (**"Expenses"**) pursuant to Section 2 below and as outlined in Exhibit A. **"Deliverables"** shall consist of report(s) and photographs, as applicable, as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.

2. **Payment by University.** In consideration of Shelter's Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed $150,000 upon invoice from Shelter and final signature of this Agreement. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.

3. **Term.** Services shall be rendered from January 1, 2024 through December 31, 2024.

4. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.

5. **Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.

6. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages

are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.

8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.

9. **Relationship of the Parties.** The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.

10. **Use of University's Name.** Shelter shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

11. **Contract Compliance.** As applicable, if this Agreement is funded wholly or in part with by a grant or contract from an agency of any state or federal government, Shelter shall comply with all terms and conditions applicable to recipients of such funds and their contractors.

12. **Notice.** Any notice, request, or inquiry regarding the provisions of this Agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY (regarding contracts)
Steven Kobayashi
Business & Revenue Contracts
University of California, Davis

One Shields Ave.
Davis, CA 95616
E-mail: stkobayashi@ucdavis.edu

SHELTER (regarding contracts)
Kelly Campbell
Director
San Diego County Department of Animal Services
5821 Sweetwater Rd,
Bonita, CA 91902
E-mail: kelly.campbell@sdcounty.ca.gov

UNIVERSITY (regarding project)
Karol Tapias
School of Veterinary Medicine
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: ketapias@ucdavis.edu

13. **University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which may be developed, provided by or arising in connection with the performance of this Agreement.

14. **Governing Law.** This Agreement shall be construed pursuant to California law.

15. **Federal Exclusion Warranty.** Shelter warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (http://exclusions.oig.hhs.gov/search.html) and the Federal Procurement and Nonprocurement Programs (https://www.sam.gov/index.html/##11#1). This agreement shall be subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.

16. **Audit Requirements.** The Agreement, and any pertinent records involving activities related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Shelter hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by University and any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

17. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action. If this Agreement is terminated, Shelter shall retain any funds expended or committed for the purposes of this Agreement and will return any unexpended funds.

18. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

SAN DIEGO COUNTY
DEPARTMENT OF ANIMAL SERVICES

By: _____
(authorized signature)

Print name: Andrew Potter

Title: Clerk of the Board of Supervisors

Date: 2/14/24

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: _____ Date: 2/14/24
Deputy Clerk of the Board of Supervisors

THE REGENTS OF THE

UNIVERSITY OF CALIFORNIA

By: Steven Kobayashi
Digitally signed by Steven Kobayashi
DN: cn=Steven Kobayashi, o=Regents of the University of California, ou=Procurement & Contracting Services, email=sckobayashi@ucdavis.edu, c=US
Date: 2024.01.19 12:33:43 -08'00'

Steven Kobayashi, Associate Director
Business & Revenue Contracts
UC Davis

Date: January 19, 2024

UCD # UCDPO00001561

Exhibit A

Scope of Work

1. Purpose of the work: *San Diego County Department of Animal Services will expand access to spay/neuter for underserved pet owners in unincorporated San Diego County.*

2. Roles and responsibilities of each party: *San Diego County Department of Animal Services will provide historical data from 2018 to 2022, and annual data through 2026 to UC Davis Koret Shelter Medicine Program in support of the California for All Animals (CA4AA) program. KSMP will support the shelter to comply with data requirements. No University equipment will be used.*

3. Dates and times will the work be completed: *Work will be completed during the contract period of January 1, 2024 through December 31, 2024.*

4. Location where work will be performed: *Work will be performed in the San Diego County region where The Department of Animal Shelter (DAS) has locations and jurisdictions. In the case of DAS' mobile clinic, work will be performed at the clinic's scheduled location within the San Diego region.*

5. Required deliverables: *One final report will be required upon completion of the program. Additional touch points during the grant will be discussed with project officer.*

6. Project milestones: *Program pilot to be completed by December 31, 2024.*

7. Total cost of the services: *Total of services not to exceed $150,000. No construction costs will be funded through this grant.*

   Items:

$75/surgery for approx. 2,000 spay/neuters	*$150,000*

   Total expenses: $150,000

8. Payment schedule: *Payment will be upon execution of the agreement.*

9. Anticipated additional work: *Additional work is not anticipated at this time.*

COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY

Memorandum

OUR MISSION
Aging & Independence Services improves quality of life, advances equity, and fosters dignity for older adults and persons with disabilities by providing information and essential services for health, safety, and independence.

To: **Clerk of the Board**
CC: **County Counsel**
From: **Jennifer Staples**
Date: **July 3, 2025**
Re: **MSSP Revenue Agreement MS-2526-07**

Enclosed please find the following:

(2) *Original Full Agreements*
(5) *Original First Pages*
(1) Minute Order

County Counsel: Please review and sign Std A signature page and return via email to Jennifer.Staples@sdcounty.ca.gov, I will then forward the original documents, along with hard copies of the Counsel approved signature page to the Clerk of the Board.

Clerk of the Board: Please retain (1) *Original Full Agreement* for your records. Sign and return (1) *Original Full Agreement* and (5) *Original First Pages*, with original signatures only (no signature stamps), to:

Jennifer Staples
Aging & Independence Services (AIS)
MS: W433
858-226-1132

Please forward this Cover Sheet with documents

From Source:
To CC / COB:
From COB:
To Source:
From Source:

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, MAY 06, 2025

MINUTE ORDER NO. 5

SUBJECT: AUTHORIZE ACCEPTANCE OF OLDER ADULT SERVICES REVENUE AGREEMENTS AND GRANTS FOR FISCAL YEAR 2025-26 THROUGH FISCAL YEAR 2028-29, AND AUTHORIZE APPLICATION FOR FUTURE FUNDING OPPORTUNITIES FOR PROGRAMS SERVING OLDER ADULTS AND PERSONS WITH DISABILITIES (DISTRICTS: ALL)

OVERVIEW

The County of San Diego (County) Health and Human Services Agency (HHSA), Aging & Independence Services (AIS) serves as the region's federally designated Area Agency on Aging and administers programs focused on the safety and well-being of older adults and persons with disabilities. These services align with the Aging Roadmap, the County plan to ensure the region has programs and communities that equitably support the needs and leverage the contributions of all older adults in the county.

On April 30, 2024 (7), the San Diego County Board of Supervisors (Board) approved Fiscal Year (FY) 2024-25 revenue agreements, grants, and a Memorandum of Understanding (MOU) with the California Department of Aging to fund various programs that support older adults and persons with disabilities, allowing them to remain safely in their homes and access community resources. These programs and services support the goals and objectives established in the AIS 2024-2028 Area Plan, approved by the Board on April 9, 2024 (6). Required by the Older Americans Act (OAA), the AIS Area Plan 2024-2028 details how AIS will utilize funds received through the OAA to provide services that meet the identified needs of older adults, persons with disabilities, and their caregivers throughout the county.

This item requests the Board authorize the acceptance of federal and State revenue agreements and grants for FY 2025-26 through FY 2028-29 to support these programs and services. Today's action requests the Board waive Board Policy B-29, authorize the acceptance of $8,899,859 of federal and State revenue agreements and grants in FY 2025-26, $808,811 in FY 2026-27, $808,811 in FY 2027-28, and $80,000 in FY 2028-29, authorize the Clerk of the Board to execute revenue agreements and grants upon receipt, and authorize the Deputy Chief Administrative Officer of HHSA to apply for future funding opportunities that support programs serving older adults, persons with disabilities, and their caregivers. Additionally, today's action would account for the required County match for the remainder of the MOU through FY 2028-29.

These actions support the County vision of a just, sustainable, and resilient future for all, specifically those communities and populations in San Diego County that have been historically left behind, as well as our ongoing commitment to the regional *Live Well San Diego* vision of healthy, safe and thriving communities. This will be accomplished by ensuring the County will continue to receive federal, State, and other funding to administer necessary programs and services for older adults, persons with disabilities, and their caregivers.

RECOMMENDATION(S)
CHIEF ADMINISTRATIVE OFFICER

1. Waive Board Policy B-29: Fees, Grants, Revenue Contracts - Department Responsibility for Full Cost Recovery, which requires full cost recovery of grants and revenue contracts.

2. Approve and authorize the Clerk of the Board to execute, upon receipt, the following revenue agreements and grants:
   - California Department of Aging Agreements (CalFresh Expansion and SNAP-Ed/CalFresh Healthy Living (CF-2526-23) and Multipurpose Senior Services Program (MS-2526-07))
   - Veterans Administration San Diego Healthcare System (Veteran Directed Home and Community Based Service Program)
   - University of California San Diego Research Foundation/Geriatric Workforce Enhancement Program

3. Authorize the Clerk of the Board, subject to the approval of the Deputy Chief Administrative Officer of the Health and Human Services Agency or designee, to execute all required documents related to the revenue agreements, and grants in Recommendation 2, including any extensions, amendments or revisions thereto that do not materially impact either the program or the funding level.

4. Authorize acceptance of the grant from the Corporation for National Community Service for the Retired Senior and Volunteer Program.

5. Authorize the Deputy Chief Administrative Officer of the Health and Human Services Agency or designee, to apply for future funding opportunities that support programs serving older adults, persons with disabilities and their caregivers.

EQUITY IMPACT STATEMENT

There are nearly 710,000 San Diegans over the age of 60, and by 2029, that number is expected to increase to more than 824,500. Additionally, the population over the age of 85 in San Diego County is projected to grow faster than any other age group. The County of San Diego (County) Health and Human Services Agency, Aging & Independence Services (AIS) provides a wide array of services to meet the needs of this growing population and ensures the welfare of older adults, persons with disabilities, and their caregivers.

AIS receives recurring input and feedback regarding programs and services through its various committees. On April 14, 2025, AIS received additional community input and feedback through the annual Area Plan Public Hearing. The Area Plan, required by the Older Americans Act (OAA), details how AIS will utilize funds received through the OAA to provide services that meet the identified needs of older adults, persons with disabilities, and their caregivers, countywide. Accepting revenue agreements and grants will allow the County to continue administering vital programs and services for older adults and persons with disabilities, improving the quality of life for groups of all ages.

SUSTAINABILITY IMPACT STATEMENT

Working with partners to improve and expand programs and services that contribute to the safety and welfare of older adults and persons with disabilities will advance the County of San Diego (County) Sustainability Goal #1 to engage the community in meaningful ways; Sustainability Goal #2 to provide just and equitable access to County services; and Sustainability Goal #4 to protect the health and

well-being of everyone in the region. Specifically, programs and services provided with this funding allows older adults and persons with disabilities to remain safely in their homes and access necessary community resources. Additionally, the funded programs help meet the needs of caregivers, reduce isolation, and increase social connections.

FISCAL IMPACT
Funds for this request are included in the Fiscal Year (FY) 2025-26 CAO Recommended Operational Plan in the Health and Human Services Agency. If approved, this request will result in costs of $8,910,767 and revenue of $8,899,859 in FY 2025-26, costs and revenue of $808,811 in FY 2026-27, costs and revenue of $808,811 in FY 2027-28, and costs and revenue of $80,000 in FY 2028-29. In addition, annual costs of $644,044 associated with the required match of the previously approved Memorandum of Understanding on April 30, 2024 (7) are anticipated for FY 2025-26, FY 2026-27, FY 2027-28, and FY 2028-29.

The funding sources include:

- State General Fund, Federal Medicaid Program;
- Federal SNAP-ED/CalFresh - Healthy Living, U.S. Department of Health and Human Services;
- Veterans Administration San Diego Healthcare System;
- Corporation for National & Community Service; and
- University of California San Diego.

A waiver of Board Policy B-29 is requested because the funding does not offset all costs. The B-29 costs are $654,952 for FY 2025-26, and $644,044 each year for FY 2026-27, FY 2027-28, and FY 2028-29, and will be funded with existing General Purpose Revenue allocated for these programs. The public benefit for providing these services, which allow older adults and those with disabilities to remain safely in their homes and access resources, far outweighs these costs. There will be no change in net General Fund cost and no additional staff years.

BUSINESS IMPACT STATEMENT
N/A

ACTION:
ON MOTION of Supervisor Montgomery Steppe, seconded by Supervisor Desmond, the Board of Supervisors took action as recommended, on Consent.

AYES: Anderson, Lawson-Remer, Montgomery Steppe, Desmond
ABSENT: (District 1 Seat Vacant)

State of California)
County of San Diego) §

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

ANDREW POTTER
Clerk of the Board of Supervisors

Signed by Andrew Potter

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

SCO ID: 4260-MS252607

STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
MS-2526-07	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTOR NAME
County of San Diego

2. The term of this Agreement is:

START DATE
07/01/2025

THROUGH END DATE
06/30/2026

3. The maximum amount of this Agreement is:

$ 3,679,572 Three Million, Six Hundred Seventy Nine Thousand, Five Hundred Seventy Two and 00/100 Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	18 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit B	Budget Detail and Payment Provisions	7 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	34 pages
Exhibit E	Additional Provisions Specific to this MSSP Agreement	7 pages
Exhibit F	HIPPA Business Associates Addendum	7 pages
Exhibit G	Catchment Area Zip Codes	1 page

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of San Diego

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box 23217	San Diego	CA	92193-3217

PRINTED NAME OF PERSON SIGNING	TITLE
Andrew Potter	Clerk of the Board
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	7/16/25

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2880 Gateway Oaks Drive, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Andy Sachs	Assistant Deputy Director
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	AG OP 80-111

APPROVED AS TO FORM AND LEGALITY

Raquel Young Digitally signed by Raquel Young Date: 2025.07.10 17:22:30 -07'00'

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 5/6/25 Minute Order No. 5
By: Deputy Clerk of the Board Supervisors Date: 7/15/25

ARTICLE I. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW

The Multipurpose Senior Services Program (MSSP) is a Medi-Cal Home and Community Based Services (HCBS) Waiver, Control Number CA.0141.R07.00 authorized pursuant to Section 1915(c) of Title XIX of the Social Security Act. The primary objectives of the MSSP are to:

1. Avoid the premature placement of frail older persons in nursing facilities

2. Foster independent living in their communities

Pursuant to an Interagency Agreement between Department of Health Care Services (DHCS) and California Department of Aging (CDA), CDA contracts with local government entities and private nonprofit organizations for local administration of the MSSP throughout the State. The Contractor is responsible for arranging for and monitoring community services to the MSSP waiver participant population in the catchment area identified in Exhibit G of this Agreement. Individuals eligible for MSSP must be age sixty (60) or older; meet the eligibility criteria as a Medi-Cal recipient with an eligible Medi-Cal Aid Code be certifiable for placement in a nursing facility; live within a site's catchment area; be served within the program's cost limitations; and be deemed appropriate for care management services.

The Contractor uses a care management team to assess eligibility and need and provide for delivery of services. The Contractor is reimbursed for expenditures through a claims process operated by the State's Medi-Cal Fiscal Intermediary (see definition in Article VI of this Exhibit).

ARTICLE II. MSSP PROGRAM OPERATIONS

The Contractor shall be responsible for all care management obligations including processing waiver participant applications, predetermining eligibility, conducting assessments, developing care plans, case recording and documentation, and providing follow-up. The Contractor shall directly provide or arrange for the continuous availability and accessibility of all services identified in each waiver participant's care plan. The Contractor shall also ensure that the administrative integrity of the MSSP is maintained at all times. In order to maintain adequate administrative control, the Contractor shall incorporate the following components into the scope of operations:

A. Care Management Team

1. The Contractor shall maintain and have on file a written description and an organizational chart that outlines the structure of authority, responsibility, and accountability within the MSSP and the MSSP parent organization. The Contractor shall provide to its assigned CDA analyst a copy of the organization chart within thirty (30) days of the execution of this Agreement.

2. The Contractor shall employ a care management team, which consists of a social worker and a registered nurse, that meet the qualifications set forth in

ARTICLE II. MSSP PROGRAM OPERATIONS (Continued)

the Waiver. The care management team shall predetermine waiver participant eligibility based on the criteria specified in the MSSP Site Manual, herein incorporated by reference, then submit all required documentation to CDA for review. The final determination of eligibility will be made by CDA MSSP Bureau nurses, using assessment(s) and the Level of Care (LOC) form completed by the site care management team. This team shall work with the waiver participant throughout the care management process (e.g., assessment, care plan development, service coordination, and service delivery).

3. The care management team shall: 1) provide information, education, counseling, and advocacy to the waiver participant and family, and 2) identify resources to help assure the timely, effective, and efficient mobilization and allocation of all services, regardless of the source, to meet the waiver participant's care plan goals.

4. The Contractor shall annually self-certify that staff meet the requirements as outlined in the MSSP Site Manual as well as participate in required trainings.

B. Care Plan

1. The Contractor's care management team shall perform the MSSP waiver participant's assessments and work with the MSSP waiver participant, family, managed care plans, and others to develop a care plan covering the full range of required psychosocial and health services. The care management team shall continue to work with the MSSP waiver participant to assure that the waiver participant is receiving and benefiting from the services and to determine if modification of the care plan is required.

2. Such MSSP subcontracts shall specify terms and conditions and payment amount and shall assure that subcontractors shall not seek additional or outstanding unpaid amounts from the MSSP participant.

C. Purchased Waiver Services

"Purchased Waiver Services" means goods and services approved for purchase under Title XIX of the Social Security Act, 1915(c) Home and Community Based Waiver authority. The list of MSSP Purchased Waiver Services is included in Article VI. The Contractor may purchase MSSP Purchased Waiver Services when necessary to support the well-being of a MSSP waiver participant.

1. Prior to purchasing services, the Contractor shall verify, and document its efforts, that alternative resources are not available (e.g., family, friends and/or other community resources)

2. The Contractor may either enter into contracts with subcontractors to provide Purchased Waiver Services or directly purchase items through the use of a purchase order.

ARTICLE II. MSSP PROGRAM OPERATIONS (Continued)

3. The Contractor shall maintain written, signed and dated subcontracts for the following array of Purchased Waiver Services as defined in MSSP Site Manual at all times during the terms of this Agreement:

   a) Adult Day Care (ADC)
   b) Minor Home Repair/Maintenance Services
   c) Supplemental Homemaker, Personal Care and Protective Supervision Services
   d) Consultative Clinical Services
   e) Respite Care
   f) Transportation
   g) Meal Services
   h) Counseling and Therapeutic Services
   i) Communication Services

4. The Contractor shall assure that its subcontractors have the license(s), credentials, training, qualifications or experience to provide services to the MSSP participant.

5. The Contractor shall be responsible for coordinating and tracking MSSP Purchased Waiver Services for a MSSP waiver participant.

6. The Contractor shall operate a Multipurpose Senior Services Program at a location and in a manner approved by the State, ensuring that waiver participant inquiries and requests for service(s) receive prompt response.

D. Case Files

The Contractor shall maintain an up-to-date, centralized, and secured case file record for each waiver participant, consisting, at a minimum, of the following documents prescribed by CDA:

1. Application for the MSSP

2. MSSP Authorization for Use and Disclosure of Protected Health Information

3. Participant Enrollment/Termination Information

4. Finalized Level of Care (LOC) form that contains the approval signature of a CDA MSSP Bureau nurse, certifying certification by the Contractor that a MSSP Applicant or MSSP waiver participant meets the requirement(s) for nursing facility placement

5. MSSP Initial Health Assessment, MSSP Initial Psychosocial Assessment, and MSSP Reassessments

ARTICLE II. MSSP PROGRAM OPERATIONS (Continued)

6. Care Plan and Service Planning and Utilization Summary (SPUS)

7. Waiver Participant monthly progress notes and other waiver participant-related information (e.g., correspondence, medical/psychological/social records, service delivery verification)

8. Denial or discontinuance letters (Notice of Action)

9. Termination documents

10. Fair Hearing documentation

E. Management Information Systems (MIS)

The Contractor shall maintain and operate an MIS at its site. The Contractor shall:

1. Maintain office space with proper security and climate control for on-site computer hardware, e.g., terminals, processors, modems, and printers.

2. Provide adequate staff for timely, accurate, and complete MIS data input, including but not limited to:

   a. Waiver participant name, MSSP waiver participant number, Medi--Cal aid code, county code, Medicare and Social Security numbers, birth date, emergency contact information, physician information, and demographic information

   b. Tracking of Waiver Services and costs

   c. Enrollment and termination dates

   d. Provider Index Report

3. Accommodate State-required changes in MIS procedures which may be necessary from time to time.

4. Generate reports as required by the State.

5. Submit to CDA by the 5th working day of the month (unless otherwise specified by CDA), the active waiver participant count for the preceding month. The active waiver participant count consists of the number of waiver participants actively enrolled in MSSP on the last (business) day of the reporting month. This includes applicants with a LOC determination submitted to CDA pending approval but does not include waiver participant cases closed (or terminated) during the reporting month.

ARTICLE II. MSSP PROGRAM OPERATIONS (Continued)

6. Submit to CDA, by the 5th working day of the month (unless otherwise specified by CDA), the Wait List of participants as of the last day of the previous month. "Wait List" means a list of potential MSSP participants, established, and maintained by the Contractor, when the Contractor has reached its capacity. To ensure compliance with MSSP Waiver requirements and Centers for Medicare and Medicaid Services (CMS) direction, MSSP sites must develop and implement a wait list policy and procedure. The policy and procedure must include provisions for: prescreening individuals to predetermine eligibility; managing applicants' placement on and removal from the wait list; periodically reviewing the eligibility and identified needs of applicants on the wait list; and assigning priority for enrollment based on identified needs and level of risk. The Contractor determines the priority of enrollment into the MSSP in accordance with CDA and CMS requirements.

7. Verify all service data within ninety (90) calendar days of the date of service. The Contractor shall submit this data to CDA by the 5th calendar day of the following month, ninety-five (95) days from the end of the month of services.

8. Submit claims to the State's Medi-Cal Fiscal Intermediary (FI), per instructions stated in the Medi-Cal Provider Manual.

F. Enrollment Levels

The Contractor shall maintain a caseload of no less than 95 percent and no more than 105 percent of the specified number of participant slots for the term of contract (12 months). This is a performance requirement to ensure compliance with the terms and conditions of this Agreement and Waiver requirements. If the Contractor's active participant count falls below ninety-five percent (95%) of the number of budgeted participant slots for more than three (3) consecutive months, the Contractor shall be required to submit a Corrective Action Plan for review, approval, and monitoring by CDA.

"Participant slot" means a position, whether vacant or filled, which is funded according to a Contractor's site budget and allocated for a participant during a given month.

1. Voluntarily Relinquishing Slots

   a. At any time and for any reason, a Contractor may voluntarily request to return slots in increments of 10, preferably 40.

   b. A Contractor may initiate the slot relinquishment process by notifying CDA in writing.

2. Request for Additional Slots

ARTICLE II. MSSP PROGRAM OPERATIONS (Continued)

a. A Contractor operating at 95% enrollment or higher may submit a written request for additional slots. The Contractor can request slots in increments of 40. CDA will notify the Contractor of its determination within 60 days.

G. Emergency Preparedness

1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of waiver participants they are charged to serve during medical or natural disasters: a pandemic, earthquake, fire, flood, or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.

2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support waiver participants in the event of natural disasters or other public emergencies.

3. The Contractor shall ensure that emergency preparedness policies and procedures are clearly communicated to site staff and subcontractors in order to provide care under emergency conditions and to provide for back-up in the event that usual care is unavailable.

4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually and as needed when new staff are hired. The training shall consist of:

   a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider

   b. Techniques to obtain vital information from older individuals who require emergency assistance

   c. Written emergency procedures for all staff that have contact with older individuals

5. The Contractor shall develop a method for documenting the emergency preparedness training provided for all staff.

6. The Contractor shall develop a program for testing its emergency preparedness plan at least annually.

H. Other Provisions

1. The Contractor is relieved of all obligations to arrange for and provide services to a waiver participant under this Agreement after the waiver participant has been terminated from the MSSP and has exhausted their appeal rights.

ARTICLE II. MSSP PROGRAM OPERATIONS (Continued)

2. The Contractor shall provide a notice of termination to a waiver participant prior to terminating the participant from the MSSP and shall reference the MSSP Site Manual to determine how many days' notice are required based on the type of termination code that is used.

3. The Contractor shall administer a subcontractor appeal and adjudication process. The subcontractor appeal and adjudication process must be included in all subcontracts. This process shall assure fair consideration and disposition of subcontractor claims against the Contractor. Final authority to decide claims shall be vested with the Contractor. The subcontractor has no right of appeal to CDA.

4. The Contractor shall serve participants in the Catchment Area as defined in Exhibit G of this Agreement. Any revisions to Exhibit G require CDA approval.

5. The Contractor shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the CDA MSSP Bureau. The Contractor shall comply with any and all changes to State and federal law. The Contractor shall include this requirement in each of its subcontracts.

6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER

Services Provided Under the Waiver – Contractors must have the ability to provide the following services to MSSP waiver participants:

Definitions of each of the services approved by the Centers for Medicare and Medicaid Services of the Department of Health and Human Services under the existing 1915(c) Home and Community-Based Services Waiver are as follows. The numbers in parentheses are program code designations for the particular service.

1. **Adult Day Care** (1.1): Will be provided when the waiver participant's plan of care indicates that the service is necessary to reach a therapeutic goal or provide respite for the family or caregiver. Adult day care centers are community-based programs that provide nonmedical care to persons eighteen (18) years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. The Department of Social Services (DSS) licenses these centers as community care facilities.

   Adult Day Care centers are subject to Federal Home and Community-Based Settings (HCBS) requirements, meaning they must:
   - Support access to the greater community;
   - Be selected by the participant from among setting options;

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

- Ensure individual rights of privacy, dignity and respect, and freedom from coercion and restraint;
- Optimize autonomy and independence in making life choices;
- Facilitate choice regarding services and who provides them; and
- Be physically accessible.

Vendor contracts with Adult Day Care centers must contain language that addresses Home and Community-Based Settings requirements as specified in 42 CFR 441.301(c)(4).

2. **Minor Home Repairs and Maintenance** (2.2): Minor Home Repairs do not involve structural changes or major repairs to a dwelling. Maintenance is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails, items above what is covered by the State Plan, and installation), safety (e.g., electrical wiring, smoke alarms), or security (e.g., locks). Eligible waiver participants are those whose health and/or safety or independence are jeopardized because of deficiencies in their place of residence. This service is limited to waiver participants who are owners/occupiers of their own home, or those in rental housing where the owner refuses to make needed repairs or otherwise alter the residence to adapt to special waiver participant needs. Written permission from the landlord (including provision for removal of modifications, if necessary) is required before undertaking repairs or maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.

3. **Specialized Non-medical Home Equipment** (2.3): Includes equipment and supplies which address a waiver participant's functional limitation and/or condition, are necessary to assure the waiver participant's health, safety, and independence, and are not otherwise provided through this Waiver or through the State Plan.

   Allowable items:
   - Small appliances
   - Large appliances
   - Furniture
   - Home safety devices
   - Clothing related items (Must stem from a medical or functional need)
   - Paperwork related/ Organizing items
   - Household items (Items that are not specifically designed for home safety, but are necessary to maintain independence and safety in the home)
   - Kitchenware
   - Bedding/Bath items
   - Exercise equipment
   - Social support/ Therapeutic activity supplies

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

- Personal care items (Items related to personal care and the prevention of skin breakdown)
- Health related supplies (Items that have a health component, but are not covered by the State Plan)
- Incontinence supplies (gloves, wipes, washcloths, and creams)

Experimental or prohibited treatments are excluded as well as those items and services solely for entertainment or recreation. The costs associated with delivery and repairs of the items allowable under this service are also included.

4. **Community Transition Services-** (2.4): These services allow for non-recurring moving and/or housing set-up expenses for individuals who make the transition from an institution to their own home or apartment in the community. Eligible waiver participants are those who reside in a facility/institution or care provider-owned residence and are transitioning from a facility/institution to their own home or apartment in the community where the person is directly responsible for his or her own living expenses. Allowable expenses are those necessary to enable a person to establish a basic household that do not constitute room and board and may include: (a) security deposits that are required to obtain a lease on an apartment or home; (b) essential household furnishings required to occupy and use a community domicile, including furniture, window coverings, food preparation items, and bed/bath linens; (c) set-up fees or deposits for utility or service access, including telephone, electricity, heating and water; (d) services necessary for the waiver participant's health and safety such as pest eradication and one-time cleaning prior to occupancy; (e) moving services, which may include materials and necessary labor; (f) activities to assess need, arrange for and procure need resources. Community Transition Services are furnished only to the extent that they are reasonable and necessary as determined through the care plan development process, clearly identified in the care plan and the person is unable to meet such expense or when the services cannot be obtained from other sources. Community Transition Services do not include monthly rental or mortgage expense; food, regular utility charges; and/or household appliances or items that are intended for purely diversional/recreational purposes.

5. **Assistive Technology** (2.6): Assistive technology means an item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of participants. Assistive technology service means a service that directly assists a waiver participant in the selection, acquisition, or use of an assistive technology device. Assistive Technology includes: (A) the evaluation of the assistive technology needs of a waiver participant, which is performed and billed under the MSSP care management service. The evaluation includes a functional evaluation of the impact of the provision of appropriate assistive technology and appropriate services to the participant in the customary environment of the waiver participant; (B) services consisting of purchasing,

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

leasing, or otherwise providing for the acquisition of assistive technology devices for participants; applying, maintaining, repairing, or replacing assistive technology devices; (C) services consisting of selecting, designing, fitting, customizing, adapting; (D) coordination and use of necessary therapies, interventions, or services with assistive technology devices, such as therapies, interventions, or services associated with other services in the care plan. The costs associated with delivery and repairs of the items allowable under this service are also included.

Examples include, but are not limited to, a transfer pole, grabber/reacher, dressing aid or sock aid, etc.

6. **Supplemental Services (3.1, 3.2, and 3.7):** These services are for purposes of household support, personal care, and protective supervision for those services above and beyond those available through the In-Home Supportive Services (IHSS) Program or to participants that are not eligible for IHSS.

Examples include:

1. The MSSP participant has not yet been assessed for IHSS and needs services in the interim until IHSS can be arranged.

2. The regular IHSS provider is not available and IHSS cannot provide a substitute.

3. IHSS services are in place; however, MSSP has assessed a greater need. In these cases, MSSP will advocate with IHSS for increased time for those services before authorizing expenditure of Waiver funds.

Services purchased can supplement but not supplant IHSS.

Supplemental Homemaker, Personal Care, and Protective Supervision services shall be subject to Electronic Visit Verification (EVV) requirements required by Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b). Vendor contracts for 3.1, 3.2, and 3.7 services must contain language that addresses EVV requirements.

a) **Supplemental Homemaker Services** (3.1): are for purposes of household support and applies to the performance of household tasks rather than to the care of the waiver participant. Homemaker activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance. Instruction in performing household tasks may also be provided.

b) **Supplemental Personal Care** (3.2): This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living (ADL).

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

c) These tasks are limited to nonmedical personal services: feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). waiver participant instruction in self-care may also be provided.

d) **Supplemental Protective Supervision** (3.7): Ensures provision of supervision in the absence of the usual care provider to persons residing in their own homes, who are very frail or otherwise may suffer a medical emergency. Such supervision serves to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. This service may also provide a visit to the waiver participant's home to assess a medical situation during an emergency (e.g., natural disaster).

   Waiver Participants that receive Supplemental Protective Supervision may also receive a room monitor under Communication: Device (9.2); however, are not allowed to also receive Emergency Response System (ERS) services.

7. **Therapeutic Services** (3.3): This service addresses unmet needs of waiver participants when such care is not otherwise available under the State Plan. These services will be provided based on the following criteria: The waiver participant assessment identifies need for this support and the care plan reflects the required service(s). MSSP waiver participants are extremely frail and, on occasion, in need of services that cannot be provided under that cannot be provided under Medi-Cal. This MSSP service supplements but does not supplant benefits provided by the State Plan. The service is provided by authorized individuals when such care is prescribed or approved by a physician. Therapeutic Services includes the following: foot care, massage therapy, and swim therapy.

   Therapeutic services provided in the home shall be subject to EVV requirements required by Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b). Vendor contracts for 3.3 services must contain language that addresses EVV requirements.

8. **Consultative Clinical Services** (4.3): This service addresses the unmet needs of waiver participants when such care is not otherwise available under the State Plan. These services will be provided based on the following criteria:

   - The waiver participant assessment identifies need for this support and the care plan reflects the required service(s).

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

- MSSP utilizes all of the services available under the State Plan prior to purchasing these services as Waiver Services. MSSP's waiver participants are extremely frail and, on occasion, in need of services that cannot be provided under Medi-Cal. This service is especially critical for persons recently discharged from acute hospitals or who are otherwise recovering at home from an acute illness or injury. This MSSP service supplements, but does not supplant, benefits provided by the State Plan.

In addition to the provision of care, waiver participants and their families/caregivers are trained in techniques which will enable them (or their caregivers) to carry out their own care whenever possible.

Allowable services are:

- Social services and legal/paralegal consultation to assist the individual with addressing critical incidents, public benefits, housing issues, and/or safety issues
- Dietitian/Nutrition consultation
- Pharmacy consultation
- Vital sign monitoring

Each component of this waiver service is separately authorized and the participant may exercise free choice of providers for each component. The participant may choose to receive consultative clinical services either via telehealth or in-person. When provided via telehealth, the service must be provided in accordance with the telehealth assurances described in the Waiver.

9. **Care Management**: Assists waiver participants in gaining access to needed Waiver and other State Plan services, as well as needed medical, social, and other services, regardless of the funding source. Care managers are responsible for ongoing monitoring of the provision of services included in the waiver participant's plan of care.

   a) **Care Management** (50): The MSSP care management system vests responsibility for assessing, care planning, authorizing, locating, coordinating, and monitoring a package of long-term care services for community-based waiver participants with a local MSSP site contractor and specifically with the site care management team. The care management teams at each of the local sites are trained professionals working under the job titles of Nurse Care Manager and Social Work Care Manager; these professionals may be assisted by Care Manager Aides. The teams are responsible for Care Management services including the assessment, care plan development, service authorization/delivery, monitoring, and follow-up components of the program. Case records must document all waiver participant contact activity each month.

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

The participant may choose to receive care management services either via telehealth or in-person. When provided via telehealth, the service must be provided in accordance with the telehealth assurances described in the Waiver.

b) **Deinstitutional Care Management (DCM)** (4.6): This service is used ONLY with individuals who are institutionalized. It allows care management to begin up to one hundred eighty (180) days prior to an individual's discharge from an institution. It may be used in two situations, as follows:

- Where MSSP has gone into a facility (nursing facility or acute hospital) to begin working with a resident to facilitate their discharge into the community
- Where an established MSSP waiver participant is institutionalized and MSSP services are necessary for the person to be discharged back into the community

All care management services (monthly Administration and Care Management) provided during this period are combined into one unit of DCM and billed upon discharge. For those individuals who do not successfully transition to the Waiver, billing is disallowed, as Federal Financial Participation (FFP) cannot be claimed for DCM services where the participant does not transition into the Waiver. No care management services available under the State Plan will be duplicated under the MSSP Waiver.

10. **Respite** (5.1, 5.2): The State Plan does not provide for respite care. By definition, the purpose of respite care is to relieve the waiver participant's informal caregiver and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a waiver participant, while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed in order to cover emergencies and extended absences of the caregiver. As dictated by the waiver participant's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2). Waiver Services will not be used for respite services provided beyond thirty consecutive days, or for any combination of direct care and protective supervision that exceeds 24 hours of care per day. Waiver Service funds will not be used for the cost of room and board. Individuals providing services in the waiver participant's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the waiver participant's plan of care.

Respite care services provided in the home shall be subject to EVV requirements required by Subsection (l) of Section 1903 of the Social Security

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

Act (SSA) (42 U.S.C. 1396b). Vendor contracts for 5.1 services must contain language that addresses EVV requirements.

11. **Transportation** (6.3 and 6.4): These services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for waiver participants who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or escort. These services are in contrast to the transportation service authorized by the State Plan which is limited to medical services, or waiver participants who have documentation from their physician that they are medically unable to use public or ordinary transportation. Whenever possible, family, neighbors, friends, or community agencies which can provide this service without charge will be utilized.

    Transportation services are usually provided under public paratransit or public social service programs (e.g., Title III of the Older Americans Act) and shall be obtained through these sources without the use of MSSP resources, except in situations where such services are unavailable or inadequate. Service providers may be paratransit subsystems or public mass transit; specialized transport for the older adults and adults with disabilities; private taxicabs and ride-sharing services (such as Uber or Lyft) where no form of public mass transit or paratransit is available or accessible; or when they are subsidized by public programs or local government to service frail older adults and handicapped (e.g., in California, some counties provide reduced fare vouchers for trips made via private taxicabs for frail older adults and handicapped).

    Escort services may be authorized for those waiver participants who cannot manage to travel alone and require assistance beyond what is normally offered by the transportation provider.

12. **Nutritional Services** (7.1, 7.2, and 7.3): These services may be provided daily but are not to constitute a full nutritional regimen (three (3) meals a day) [42 CFR 440.180 (b)].

    a) **Congregate Meals** (7.1): Meals served in congregate meal settings for waiver participants who are able to leave their homes or require the social stimulation of a group environment in order to maintain a balanced diet. Congregate meals can be a preventive measure for the frail older person who has few (if any) informal supports, as well as a rehabilitative activity for people who have been physically ill or have suffered emotional stress due to losses associated with aging. This service should be available to MSSP waiver participants through Title III of the Older Americans Act. MSSP funds shall only be used to supplement congregate meals when funding is unavailable or inadequate through Title III or other public or private sources.

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

Congregate Meal Sites are subject to Federal Home and Community-Based Settings (HCBS) requirements, meaning they must:

- Support access to the greater community;
- Be selected by the participant from among setting options;
- Ensure individual rights of privacy, dignity and respect, and freedom from coercion and restraint;
- Optimize autonomy and independence in making life choices;
- Facilitate choice regarding services and who provides them; and
- Be physically accessible.

Vendor contracts with Congregate Meal Sites must contain language that addresses Home and Community-Based Settings requirements as specified in 42 CFR 441.301(c)(4).

b) **Home Delivered Meals** (7.2): Meals for waiver participants who are homebound, unable to prepare their own meals and have no caregiver at home to prepare meals for them. As with Congregate Meals, the primary provider of this service is Title III of the Older Americans Act. MSSP funds shall only be used to supplement home-delivered meals when they are unavailable or inadequate through Title III or other public or private sources.

c) **Oral Nutritional Supplements (ONS)** (7.3): As Medi-Cal may cover ONS, efforts must be made to obtain ONS through a Medi-Cal Treatment Authorization Request (TAR). The process must be documented in the monthly progress notes. If oral nutritional supplements (ONS) are to be purchased using Waiver Service funds, the following actions must occur and be documented in the Participant record:

- The Nurse Care Manager (NCM) must conduct a nutritional screen to assess the waiver participant's nutritional needs and determine that an ONS is advisable.
- The use of home-prepared drinks/supplements (instant breakfast, pureed food) has been explored and found not to meet the Participant's needs.
- All other options for payment of an ONS have been exhausted (Waiver Participant, family, etc.).

If all three criteria have been satisfied, an ONS may be purchased initially for a period of three (3) months. If an ONS needs to be continued beyond the three-month timeframe, a physician order must be obtained. Upon annual reassessment, if all criteria, including a new nutritional screen, are satisfied and the previous physician order has expired, another three months may be purchased. The physician's order must be renewed on an annual basis.

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

13. **Counseling & Therapeutic Services** (8.3, 8.4, and 8.5): These services include protection for waiver participants who are isolated and homebound due to health conditions; who suffer from depression and other psychological problems; individuals who have been harmed or threatened with harm (physical or mental) by other persons or by their own actions; or those whose cognitive functioning is impaired to the extent they require assistance and support in

making and carrying out decisions regarding personal finances.

The participant may choose to receive counseling and therapeutic services (8.3, 8.4, and 8.5) either via telehealth or in-person. When provided via telehealth, the service must be provided in accordance with the telehealth assurances described in the Waiver.

a) **Social Support (8.3):** Includes periodic telephone contact, visiting, or other social and reassurance services to verify that the individual is not in medical, psychological, or social crisis, or to offset isolation. Such services shall be provided based on need, as designated in the waiver participant's plan of care. The MSSP has found that isolation and lack of social interaction can seriously impact some waiver participants' capacity to remain independent. Lack of motivation or incentive or the lack of any meaningful relationships can contribute to diminishing functional capacity and premature institutionalization.

These services are often provided by volunteers or through Title III of the Older Americans Act; however, these services may not be available in a particular community and do, infrequently, require purchase. Waiver Service funds will be used to purchase friendly visiting only if the service is unavailable in the community or is inadequate as provided under other public or private programs.

Social Support services provided in the home shall be subject to EVV requirements required by Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b). Vendor contracts for 8.3 services must contain language that addresses EVV requirements.

b) **Therapeutic Counseling (8.4):** Includes individual or group counseling to assist with social, psychological, or medical problems which have been identified in the assessment process and included in the waiver participant's care plan. The MSSP has found that therapeutic counseling is essential for preventing some waiver participants from being placed in a nursing facility. This service may be utilized in situations where waiver participants or their caretakers may face crises, severe anxiety, emotional exhaustion, personal loss/grief, confusion, and related problems. Counseling by licensed or certified counselors in conjunction with other services (e.g., respite, IHSS, meals) may reverse some states of confusion and greatly enhance the ability of a family to

care for the waiver participant in the community or allow the waiver participant to cope with increasing impairment or loss.

c) **Money Management (8.5):** This service assists the waiver participant with activities related to managing money and the effective handling of personal finances. Services may be either periodic or as full-time substitute payee. Services may be provided by organizations or individuals specializing in financial management or performing substitute payee functions.

14. **Communication (9.1 and 9.2)**: waiver participants who receive these services are those with special communication problems such as vision, hearing, or speech impairments and persons with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as: speech and hearing clinics; organizations serving blind individuals; hospitals; senior citizens centers; and providers specializing in communications equipment for disabled or at-risk persons. Services shall be available on a routine or emergency basis as designated in the waiver participant's plan of care.

a. **Translation** (9.1): The provision of translation and interpretive services for purposes of instruction, linkage with social or medical services, and conduct of business is essential to maintaining independence and carrying out the ADL and Instrumental Activities of Daily Living (IADL) functions.

For non-English speaking waiver participants, this service is the link to the entire in-home and community-based service delivery system. MSSP resources shall be used to support this service only where family and community resources are unable to meet the need, and as described in the care plan.

b. **Device** (9.2): The rental/purchase of 24-hour emergency assistive services, or installation of a telephone to assist in communication (excluding monthly telephone charges) for waiver participants who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of Emergency Response Systems (ERS) is limited to those waiver participants who live alone, or who are alone for significant parts of the day and have no regular caregiver for extended periods of time, and who would otherwise require extensive routine supervision. The following are allowable:

1. 24-hour answering/paging
2. Medic-alert type bracelets/pendants
3. Intercoms
4. Emergency Response System
5. Room/two-way monitors

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

6. Light fixture adaptations (blinking lights, etc.)
7. Telephone adaptive devices not available from the telephone company

This service is limited to additional services and items not otherwise covered under the State Plan but are consistent with Waiver objectives of avoiding institutionalization. Telephone installation or reactivation of service will only be authorized to enable the use of telephone-based electronic response systems where the waiver participant has no telephone, or for the isolated waiver participant who has no telephone and who resides where the telephone is the only means of communicating health needs. This service will only be authorized when the waiver participant has a medical/health condition that makes him/her vulnerable to medical emergency.

Waiver participants that receive Supplemental Protective Supervision may also receive a room monitor under Communication: Device; however, are not allowed to also receive ERS services. These types of devices are intended to assist in keeping at-risk waiver participants safe in the home and are not intended to replace an in-person support staff.

ARTICLE IV. ELECTRONIC VISIT VERIFICATION (EVV)

1. Electronic Visit Verification (EVV) is a telephone and computer-based solution validating that in-home service visits occur. EVV solutions shall verify the: a) type of service performed; b) individual receiving the service; c) date of the service; d) location of service delivery; e) individual providing the services; and f) time the service begins and ends.

2. Pursuant to Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b), Contractor shall implement DHCS-approved EVV solutions for Medicaid-funded personal care services and home health care services. Contractor and subcontractors shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 to prevent use or disclosure of the information as provided for by this Agreement.

ARTICLE I. INVOICING AND PAYMENT

A. To receive payment under the fee-for-service (FFS) payment model, the Contractor shall prepare and submit electronic claims through the State's Fiscal Intermediary (FI) as set forth in the Medi-Cal Provider Manual.

B. Payments shall be made in accordance with the following provisions:

1. The Contractor shall submit claims to Medi-Cal FI, based upon the month of service and only for actual expenses. On each claim, the Contractor shall show the amount billed for each service code.

2. Failure to provide data and reports specified by this Agreement will result in the delay of payment of invoices.

C. Payment will be made in accordance with, and within the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.

D. Reimbursement for Performance

The Contractor shall be entitled to monthly payment for actual services delivered to the Contractor's monthly active participants. This amount may vary from month to month but total annual payments to the Contractor shall not exceed the amount of the Contractor's total participant slot budget for the year.

E. Rate Adjustment

Any rate adjustments must be submitted to CDA for approval. The rate change request should be submitted to MSSPService@aging.ca.gov and include the following information in their rate change request:

- Billing Code
- Effective Date
- Current Rate
- Requested Rate

F. Advance Payments

1. CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 for Contractors providing services under the FFS payment model. Upon approval of this Agreement, the Contractor may request an advance not to exceed twenty-five percent (25%) of the total contract amount.

ARTICLE I. INVOICING AND PAYMENT (continued)

2. A request for an advance payment shall be on the Contractor's letterhead and include both an original signature of authorized designee and the Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA.

3. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of the Contractor's final claim, the California Department of Health Care Services (DHCS) or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request.

4. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever either party gives prior written notice of termination of this Agreement, the Contractor shall repay to DHCS, within ten (10) working days of such notice, the unliquidated balance of the advance payment.

5. Repayment of advances will be recovered from claims submitted to the State's FI after January 1st of each fiscal year and be collected at fifty percent (50%) of each claim submitted until the amount advanced is repaid. The Contractor may at any time be required to repay to DHCS all or any part of the advance.

6. Repayment of any remaining advance funds not collected through the process described in subsection 6 above, will be recovered through the Audit process.

ARTICLE II. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

ARTICLE II. FUNDS (Continued)

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging

Out of State:

- Travel and Relocation Policy-Human Resource Manual

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

3. DHCS and CDA reserve the right to refuse payment to the Contractor or later disallow costs for any expenditure as determined by DHCS or CDA to be out of compliance with this Agreement; unrelated or inappropriate to contract activities; when adequate supporting documentation is not presented; or where prior approval was required but was either not requested or granted.

4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.

5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.

ARTICLE II. FUNDS (Continued)

6. Any overpayment of funds must be deposited into an interest-bearing account.

B. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and Office of Management and Budget's– Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR Part 200]

C. Upon termination, cancellation, or expiration of this Agreement or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement or the dissolution of the entity.

D. Interest Earned

1. Interest earned on federal advance payments deposited in interest bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to $500 per year may be retained by the non Federal entity for administrative expense. [2 CFR § 200.305(b)(9)]

2. The Contractor must maintain advance payments of Federal awards in interest bearing accounts, unless the following apply.

   a. The Contractor receives less than $120,000 in Federal awards per year.

   b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances.

   c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

   d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE III. BUDGET AND BUDGET REVISION

Payment for performance by the Contractor under this contract may be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract. No legal liability on the part of the State for any payment may arise under this contract until funds are made available and until the Contractor has received notice of funding availability, which will be confirmed in writing.

A. Funding Reduction in Subsequent Fiscal Years

1. If funding for any State fiscal year is reduced or eliminated by the Legislature, Congress, or Executive Branch of State Government for the purposes of this program, the State shall have the option to either:

   a. Terminate the Contract pursuant to Exhibit D, Article XII
   b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract

2. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that the State reserves the right to determine which contracts, if any, under this program shall be reduced and that some contracts may be reduced by a greater amount than others. The State shall determine, at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.

B. The Contractor shall be reimbursed for Waivers Services expenses only as itemized in the most recent approved or revised Budget. Care Management and Care Management Support categories shall be reimbursed up to the combined budget amount of both categories.

C. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by DHCS under this Agreement or the actual category expenditures whichever is less. The Care Management and Care Management Support categories will be treated as a combined total budget for determining maximum allowable reimbursement amount.

D. The budget shall include the following line items:

1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.

2. Fringe Benefits.

ARTICLE III. BUDGET AND BUDGET REVISION (CONTINUED)

3. Consultation, Professional Services-Contractual Costs, subcontract, and consultant cost detail.

4. Facility, Rent & Operations – specify square footage and rate.

5. Equipment Cost equal to or greater than $5,000 per Unit (Any Computing Equipment regardless of Cost) - detailed descriptions and unit costs needs to be identified on the Equipment tab in the Budget Template.

6. Travel (Include: In State and Out of State) – mileage reimbursement rate, lodging, per diem and other costs.

7. Equipment, Maintenance & Rental Costs; Supplies.

8. Indirect Costs shall not exceed fifteen percent (15%) of direct salaries plus benefits.

9. Other Costs - a detailed list of other operating expenses.

E. The Contractor shall obtain prior written approval from CDA to transfer funds between the Care Management and Care Management Support categories if the transfer amount is equal to or greater than five (5) percent of either category of the approved budget. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.

F. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

G. Equipment/Property with per unit cost of $5,000 or more, all computing devices regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) requires justification and approval from CDA and must be included in its approved MSSP budget.

ARTICLE IV. DEFAULT PROVISIONS

The State, without limiting any rights which it may otherwise have, may, at its discretion and upon written notice to the Contractor, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, upon occurrence of any one of the following events:

A. Termination or suspension of this Agreement

B. A finding by the State that the Contractor:

1. Has failed to observe any of the covenants, conditions, or warrants of these provisions, or has failed to comply with any material provisions of this Agreement; or

2. Has failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement; or

3. Has allocated inventory to this Agreement substantially exceeding reasonable requirements; or

4. Is delinquent in payment of taxes or of the cost of performance of this Agreement in the ordinary course of business

C. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or arrangement of liquidation proceedings by or against the Contractor.

D. Service of any writ of attachment, levy, or execution, or commencement of garnishment proceeding or

E. The commission of an act of bankruptcy.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D, E, F and G, an approved Budget as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.

2. "Contractor" means the governmental or nonprofit entity contracted with CDA to provide MSSP Waiver Services to eligible Medi-Cal beneficiaries on behalf of DHCS pursuant to an Interagency Agreement between DHCS and CDA.

3. "CCR" means California Code of Regulations.

4. "CFR" means Code of Federal Regulations.

5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.

6. "Cal. Gov. Code" means California Government Code.

7. "OMB" means the federal Office of Management and Budget.

8. "Cal. Pub. Con. Code" means the California Public Contract Code.

9. "Cal. Civ. Code" means California Civil Code

10. "Reimbursable item" also means "allowable cost" and "compensable item."

11. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.

12. "Subcontractor" means the legal entity that receives funds from the Contractor to provide waiver services identified in this Agreement.

13. "Subcontract" means any form of legal agreement between the Contractor and the subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.

14. "Vendor" means an entity selling goods or services to the Contractor or subcontractor during the Contractor or subcontractor's performance of the Agreement.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. "Waiver participant" means any individual who has met MSSP eligibility requirements and been enrolled in the MSSP program.

16. "USC" means United States Code.

17. "OAA" means Older Americans Act.

18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1)

19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1)

20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84).

21. "Recoverable cost" means the questioned cost identified from an audit.

22. "DHCS" means the Department of Health Care Services.

23. "HHS" means United States Department of Health and Human Services.

B. Resolution of Language Conflicts

Should the terms and conditions of this Agreement be found to conflict with one another, the following order of authority shall control:

1. Statutory law, subject to the doctrine of preemption, including, but not limited to: Section 1915(c) of Title XIX of the Social Security Act, 42 USC 1396n, Welfare and Institutions Code Sections 9560 to 9568, other Federal and California state codes and regulations governing the MSSP, and/or other applicable Federal and California state statutes and their implementing regulations.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

2. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.

3. Any other documents incorporated herein by reference including, as applicable, the MSSP Site Manual found at https://www.aging.ca.gov/Programs Providers/MSSP/.

4. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

ARTICLE II. ASSURANCES (Continued)

2. Equal Access to State-Funded Benefits, Programs and Activities

   The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

   The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement.

   The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

   The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others,

ARTICLE II. ASSURANCES (Continued)

such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

ARTICLE II. ASSURANCES (Continued)

a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]

b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]

c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]

2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.

3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]

2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]

3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]

4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]

5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

ARTICLE II. ASSURANCES (Continued)

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

2. The Contractor shall report immediately to CDA in writing any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.

3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents, including minute orders, must also identify the action taken.

ARTICLE II. ASSURANCES (Continued)

3. Documentation in the form of a resolution, order, or motion by the Governing Board is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number.

2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management.

3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.

3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

ARTICLE II. ASSURANCES (Continued)

4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE II. ASSURANCES (Continued)

P. The Contractor and its subcontractors/vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed on a voluntary basis and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final, and the subcontractor(s) has no right of appeal to CDA.

B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI of this Exhibit.

C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.

D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.

E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.

ARTICLE V. SUBCONTRACTS (Continued)

F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.

G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor(s) in the performance of this Agreement.

H. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractors' agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

I. If a private nonprofit corporation, the subcontractor(s) shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

J. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.

K. The Contractor shall utilize procurement procedures as follows:

The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

ARTICLE VI. RECORDS

A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, waiver participant records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by

ARTICLE VI. RECORDS (Continued)

pertaining to this the State or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained, and made available by the Contractor: (1) until an audit of the July 1 through June 30 fiscal period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's or DHCS' Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all waiver participant records remain the property of CDA upon termination of this Agreement and are returned to CDA or transferred to another contractor as instructed by CDA.

D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CDA and DHCS and is so stated in writing to the Contractor.

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the DHCS under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.

F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.

ARTICLE VII. PROPERTY (Continued)

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

3. Property, for the purpose of this MSSP Agreement, does not include any equipment or supplies acquired on behalf of the waiver participant.

B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

E. The Contractor shall keep track of property purchased with funds from this Agreement and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Agreement, as instructed by CDA. The Contractor shall certify their reported property inventory annually by completing the Program Property Inventory Certification (CDA 9024).

ARTICLE VII. PROPERTY (Continued)

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.

2. Item description (include model number).

3. CDA tag number.

4. Serial number (if applicable).

5. Purchase cost or other basis of valuation.

6. Fund source.

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall email to CDA the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from CDA and the Contractor has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

ARTICLE VII. PROPERTY (Continued)

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.

J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.

K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

1. For another CDA program providing the same or similar service.

2. For another CDA-funded program.

M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget.

P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized

ARTICLE VIII. ACCESS (Continued)

federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.

B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA/DHCS funded programs.

D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and

ARTICLE X. AUDIT REQUIREMENTS (Continued)

allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).

4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:

   a. Financial closeouts (2 CFR 200.1)

   b. Internal controls (2 CFR 200.303)

   c. Allocation of expenditures (2 CFR 200.1)

   d. Allowability of expenditures (2 CFR 200.403)

   e. Equipment expenditures and approvals, if required (2 CFR 200.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements

ARTICLE X. AUDIT REQUIREMENTS (Continued)

a. Contractors that expend $1,000,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521. A copy shall be submitted to the:

California Department of Aging
Attention: Audits and Risk Management Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, California 95833

b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.

3. Contract Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F-Audit Requirements

ARTICLE X. AUDIT REQUIREMENTS (Continued)

5. Contract resolution includes:

   a. Ensuring that subcontractors expending $750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521.

   b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.

   c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).

6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:

   a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

   b. Records that identify adequately the source and application of funds for each federally funded activity.

   c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR 200.305.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles. [2 CFR 200.302]

ARTICLE X. AUDIT REQUIREMENTS (Continued)

g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F - Audit Requirements:

a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512]

b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509]

c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]

d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515]

e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F, Audit Requirements.

8. Requirements identified in Sections D and E of this Article shall be included in contracts with subcontractor(s). Further, the subcontractor(s) shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

    a. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

    b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements because its expenditures under federal awards are less than $1,000,000 during the non-federal entity's fiscal year.

        i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

        ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.
        [2 CFR 200.425]

ARTICLE X. AUDIT REQUIREMENTS (Continued)

D. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

1. General liability of not less than $1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.

2. Automobile liability including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

   a. $750,000 if seating capacity is under 8

   b. $1,500,000 if seating capacity is 8 – 15

   c. $5,000,000 if seating capacity is over 15

4. Professional liability of not less than $1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).

C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.

D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

ARTICLE XI. INSURANCE (Continued)

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.

2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.

G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain insurance appropriate to the work to be performed, in alignment with industry standards and the requirements set forth in the California Civil Code, California Public Contracting Code, and the relevant sections of the California Insurance Code. This insurance shall be for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and/or any other form of insurance as may be proper in the industry in which the Contractor is performing under this Agreement. Further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.

H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.

I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that, apart from the terminated portion of the Agreement, the remainder of the Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days' written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health, or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. A violation of the law or failure to comply with any condition of this Agreement.

2. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

3. Failure to comply with reporting requirements.

4. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

5. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

ARTICLE XII. TERMINATION (Continued)

6. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or the arrangement of liquidation proceedings by or against the Contractor.

7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.

8. The commission of an act of bankruptcy.

9. Finding of debarment or suspension. [Article II J]

10. The Contractor's organizational structure has materially changed.

11. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

12. In case of threat of life, health, or safety of the public, termination of the Agreement shall be effective immediately.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.

2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.

3. Terminate all subcontracts to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

ARTICLE XII. TERMINATION (Continued)

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days. Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall be in writing and describe the action being taken by CDA, the reason for such action, and any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to determine the date of termination of the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of waiver participants, care of waiver participants, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.

B. The Contractor must notify CDA of any change of legal name, main address, or name of the Director. This notice shall be addressed to the MSSP Bureau Manager on the Contractor's letterhead.

1. The Contractor must notify CDA within thirty-five (35) days of relocation.
2. In addition, any change of address or name also requires an Agency Contract Representative form to be submitted to Business Management Bureau as stated in Exhibit D, Article XVII.

C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, Multipurpose Senior Services Program Bureau, 2880 Gateway Oaks, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.

D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

ARTICLE XVII. DEPARTMENT CONTACT (Continued)

B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contract Representative form to CDA's Business Management Bureau (BMB). This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from CDA's BMB.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its subcontractors/vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption of Computing Devices

The Contractor, and its subcontractors/vendors, are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its subcontractors/vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.

2. The Contractor, and its subcontractors/vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. The Contractor, and its subcontractors/vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

5. The Contractor and its subcontractors/vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. The Contractor, and its subcontractors/vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor's employees, subcontractors/vendors, and volunteers handling confidential, sensitive and/or personal identifying information

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

must complete the required CDA Security Awareness Training module within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, subcontractor, vendor or volunteer's employment and annually thereafter.

2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that subcontractors/vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or are reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its subcontractors/vendors, must comply with CDA's security incident reporting procedure.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its subcontractors/vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its subcontractors/vendors, shall apply security patches and upgrades in a timely manner and keep virus software up to date on all systems on which State data may be stored or accessed.

J. Electronic Backups

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

The Contractor, and its subcontractors/vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its subcontractors/vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its subcontractors/vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.

2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.

3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying waiver

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

participant information authorized by the participant or summary program information which is not waiver participant specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration.

3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible waiver participant population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

   The group-needs assessment shall take into account the following four (4) factors:

   a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

   b. Frequency with which LEP individuals come in contact with the program.

   c. Nature and importance of the services provided.

   d. Local or frequently used resources available to the Contractor.

   This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:

   a. Methodologies used.

   b. The linguistic and cultural needs of non-English speaking or LEP groups.

   c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

   a. Interpreters or bilingual providers and provider staff.

   b. Contracts with interpreter services.

   c. Use of telephone interpreter lines.

   d. Sharing of language assistance materials and services with other providers.

   e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.

   f. Referral to culturally and linguistically appropriate community service programs.

3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible waiver participant population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

in-home visits.
[22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement.
[22 CCR 98310]

4. The Contractor shall notify its employees of waiver participants' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]

5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP waiver participants. [22 CCR 98310]

2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]

3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]

3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

ARTICLE I. SUBCONTRACTING PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

A. Contractor shall ensure that all subcontractors of Waiver Services complete a CDA-approved Vendor Application.

B. Contractor shall ensure that the subcontractor's selection process is based upon equitable criteria that provides for adequate publicity, screens out unqualified subcontractors who would not be able to provide the needed services and provide for awards to the lowest responsible and responsive bidder(s) as defined in California State Contracting Manuals.

C. Subcontracts for Purchased Waiver Services shall consist of standard format language consistent with this Agreement.

D. Subcontracts shall require all subcontractors to report immediately in writing to the Contractor any incidents of fraud or abuse to waiver participants, in the delivery of services, and/or in subcontractors' operations.

E. Contractor shall require all subcontractors to comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate requirements in Exhibit F, as it appropriately relates to services rendered.

F. Contractors shall ensure all subcontractors comply with Electronic Visit Verification (EVV) requirements pursuant to federal and state law. The Contractor will provide EVV program monitoring, subcontractor training, ongoing subcontractor technical support, assistance with subcontractor compliance enforcement, and perform follow-up. Contractor will incorporate EVV requirements as part of their respective agreements involving applicable MSSP subcontractors. Updated guidance may be obtained through DHCS, the state department overseeing EVV implementation.

G. The Contractor shall make timely payments to its subcontractors under this Agreement.

ARTICLE II. RECORDS PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

Waiver Participant records are to be kept as long as the case is open and active. Following case termination, waiver participant records will be maintained for a period of seven (7) years following case closure, or for a longer period if deemed necessary by CDA. A longer period of retention may be established by individual sites.

ARTICLE III. PROPERTY PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years.

ARTICLE IV. AUDIT REQUIREMENT PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

A. Unless prohibited by law, the cost of audits completed in accordance with provisions of Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principal circulars.

B. The Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act.

C. CDA and DHCS shall have access to all audit reports of Contractors and have the option to perform audits and/or additional work, as needed.

D. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.

E. The Contractor shall include in its contract with an independent auditor a clause permitting access by the State to the work papers of the independent auditor.

F. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.

G. The Contractor shall cooperate with, and participate in, any further audits which may be required by DHCS.

H. The Contractor agrees that CDA, DHCS, the Department of General Services, the California State Auditor, or their designated representative shall, at all times, have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment unless a longer period of records retention is required and until after CDA's Audits and Risk Management Branch has completed an audit. The Contractor agrees to provide CDA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Government Code, Section 8546.7 et seq. Further, the Contractor agrees to include a similar right of CDA and DHCS to audit records and interview staff in any subcontract related to performance of this Agreement. [Cal. Gov. Code § 8546.7, Cal. Pub. Con. Code 10115 et seq.], [CCR Title 2, Section 1896]

I. The Catalog of Federal Domestic Assistance Number is 93.778, Grantor Medical Assistance Program.

ARTICLE V. TERMINATION OBLIGATIONS SPECIFIC TO THIS MSSP AGREEMENT

A. After CDA's Notice of Termination or the Contractor's Notice of Intent to Terminate (pursuant to Exhibit D, Article XII of this Agreement) and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Take immediate steps to ensure the health and safety of waiver participants in MSSP managed by the Contractor. Contractor agrees to refer MSSP waiver participants to other local resources.

2. Maintain staff to provide services to waiver participants during the course of waiver participant transition.

3. Deliver updated waiver participant records to the subsequent MSSP contractor or as directed by CDA.

4. With assistance from CDA, develop a written Transition Plan to locate alternative services for each waiver participant through another MSSP site or community agency in accordance with this Agreement.

5. Be responsible for providing all necessary waiver participant services until termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to waiver participants prior to such expiration or termination.

6. Submit a full accounting and closeout of the Contractor's existing budget.

7. Place no further subcontracts/vendor agreements for materials, or services, except as necessary to complete the continued portion of the Contract.

8. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts/vendor agreements (the approval or ratification of which will be final for purposes of this clause).

9. Submit a Transition Plan as specified in Article VII of this Exhibit.

ARTICLE VI. INFORMATION INTEGRITY AND SECURITY PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

A. Contractor acknowledges that it has been provided a copy of the Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement between CDA and DHCS ("Exhibit F"). Contractor, and its subcontractors/vendors, agrees that it must meet the requirements imposed on CDA, and all applicable provisions of HIPAA,

ARTICLE VI. INFORMATION INTEGRITY AND SECURITY PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule, including the requirement to implement reasonable and appropriate administrative, physical, and

B. technical safeguards to protect Protected Health Information (PHI) and Personal Information (PI), as specified in Exhibit F.

C. Contractor, and its subcontractors/vendors, agrees that any security incidents or breaches of unsecured PHI or PI will be immediately reported to CDA as described in CDA's Security Incident Reporting Procedures and to DHCS in the manner described in Exhibit F.

ARTICLE VII. TRANSITION PLANS SPECIFIC TO THIS MSSP AGREEMENT

A. The Contractor shall submit a transition plan to CDA within fifteen (15) days of delivery of the written Notice to Terminate the Contract (pursuant to Exhibit D, Article XII of this Agreement). The Transition Plan must be approved by CDA and shall, at a minimum, include the following:

1. A current waiver participant count and identifying waiver participant information upon request.

2. A description of how waiver participants will be notified about the change in their MSSP provider.

3. A plan to communicate with other MSSP sites, local agencies and advocacy organizations that can assist in locating alternative services for MSSP waiver participants.

4. A plan to inform community referral sources of the pending termination of this MSSP contract and what alternatives, if any, exist for future referrals.

5. A plan to evaluate the health and safety of waiver participants in order to assure appropriate placement.

6. A plan to transfer confidential waiver participant records to a new contractor or care management agency.

7. A plan to maintain adequate staff to provide continued care to MSSP waiver participants through the term of the Contract.

8. A full inventory and plan to dispose or, transfer, or return to CDA all property purchased during the entire operation of the Contract.

ARTICLE VII. TRANSITION PLANS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

9. Additional information as necessary to affect a safe transition of waiver participants to other MSSP or community care management programs.

B. The Contractor shall implement the Transition Plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the Transition Plan.

C. If the Contractor fails to provide and implement a transition plan as required by Section A of this Article, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Contractor's Notice of Termination.

D. Phase-out Requirements for this Agreement:

1. Consist of the processing, payment, and monetary reconciliation necessary to pay claims for Waiver Services.

2. Consist of the resolution of all financial and reporting obligations of the Contractor. The Contractor shall remain liable for the processing and payment of invoices and other claims for payment for Waived Services and other services provided to waiver participants pursuant to this Contract prior to the expiration or termination. The Contractor shall submit to CDA all reports required.

3. Require all data and information provided by the Contractor to CDA to be accompanied by a letter, signed by the responsible authority, certifying, under penalty of perjury, to the accuracy and completeness of the materials supplied.

ARTICLE VIII. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP AGREEMENT

A. The Contractor shall submit to the State written reports, on a format prescribed by the State, as follows:

1. Quarterly Status Reports

a. Reports are due no later than the 30th of the month, following the close of the quarter unless otherwise specified by CDA.

b. Reports are a snapshot of each quarter and shall include an overview of significant developments during the report period, identified problems, and solutions. The report narrative should be concise and informative. The subject areas to be addressed are:

- Care Management Staffing – Including the Full Time Equivalent (FTEs) for each position and staffing ratio. Also including staff exemptions and self-certification of staff meeting program requirements

ARTICLE VIII. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

- Care Management Activity – Including staff turnover, training, quality assurance, waiver participant grievances and Fair Hearings, Critical Incident reporting, internal/external program reviews and corrective action plans, waiver participant satisfaction surveys, policy changes, and contract compliance regarding contracted caseload

- Management Information System – Problems/issues with the Medi-Cal fiscal intermediary billing system and Medi-Cal fiscal intermediary technical support

- Monthly active waiver participant count

- Staff Roster

- Self-Certified Training

- Wait List – Including the number of potential MSSP participants waiting for enrollment

- Critical Incident Reporting – Report is used for the entire fiscal year and is submitted quarterly for review by CDA. The report shall include all critical incidents and the status should be updated in each quarter for any previously listed incidents. The comments section should be concise, but informative, and provide detail of the incident that occurred with actions or interventions placed with corresponding dates.

- Fiscal Reporting – Expenditure data by budget category and receivables by budget category

2. Ad Hoc Reports

The Contractor shall submit Ad Hoc Reports as may be required from time to time by CDA. Typical subject areas may include, but are not limited to:

a. General site operations
b. Facility and equipment
c. Emergency care and response
d. Availability of care
e. Waiver participant satisfaction
f. MIS operations
g. Administrative procedures
h. Database

ARTICLE VIII. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

i. Possible noncompliance with this Agreement
j. Fiscal year closeout

3. Fiscal Closeout Reports

As part of the closeout procedures for this contract, the Contractor shall submit a closeout package which must include the following documents:

a. Final Accounting Reconciliation
b. Closeout Budget
c. Fiscal Summary Report for the State

CDA will transmit specific closeout instructions, including the Closeout Report due dates.

4. Monthly active waiver participant count

Reports are due on the 5th working day of each month, unless otherwise specified by CDA.

B. The Contractor, at its discretion, may at any time prepare and submit reports and correspondence to CDA summarizing problems and concerns.

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

   4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

   4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

   7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

   7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 **Complete Report**. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 **Notification of Individuals**. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 **Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 **DHCS Contact Information**. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 Termination for Cause. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 Judicial or Administrative Proceedings. DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 Disclaimer. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. Amendment.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

23.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Site Name	07 - County of San Diego, Aging and Independence Services		Funded Slots	697	Date Submitted to CDA MSSP	15-Apr-25
	Fiscal Year 2025-26					
Line #	**A. Care Management**					
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
1	SWCM	Salazar	$88,982	0.000%	1.000	$88,982
2	SWCM	Stonier	$88,982	0.000%	1.000	$88,982
3	SWCM	Richardson	$88,982	0.000%	1.000	$88,982
4	SWCM	Rollins	$88,982	0.000%	1.000	$88,982
5	SWCM	Alvarez	$88,982	0.000%	1.000	$88,982
6	SWCM	Ellis	$88,982	0.000%	1.000	$88,982
7	SWCM	Pacheco	$88,982	0.000%	1.000	$88,982
8	SWCM	Walsh	$88,982	0.000%	1.000	$88,982
9	SWCM	Framrose	$88,982	0.000%	1.000	$88,982
10	SWCM	Martin	$88,982	0.000%	1.000	$88,982
11	SWCM	Hsu	$88,982	0.000%	1.000	$88,982
12	NCM	Tian (Gu)	$113,173	0.000%	1.000	$113,173
13	NCM	Ringoot	$113,173	0.000%	1.000	$113,173
14	NCM	Cortez	$113,173	0.000%	1.000	$113,173
15			$0	0.000%	0.000	$0
16			$0	0.000%	0.000	$0
17			$0	0.000%	0.000	$0
18			$0	0.000%	0.000	$0
19			$0	0.000%	0.000	$0
20			$0	0.000%	0.000	$0
21			$0	0.000%	0.000	$0
22			$0	0.000%	0.000	$0
23			$0	0.000%	0.000	$0
24			$0	0.000%	0.000	$0
25			$0	0.000%	0.000	$0
26					Subtotal Care Management Salaries	$1,318,321
27	Total Care Management (CM) FTE	14.00			Care Management Benefits	$885,282
28	Ratio	49.1				
29	**Total Care Management**			% Budget	60%	**$2,203,603**
	B. Care Management Support/Administration					
Line #	*Salaries*					
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
30	Site Director	Ramirez	$128,669	0.000%	0.500	$64,335
31	SCM	Klein	$102,190	0.000%	1.000	$102,190
32	SCM	Lacuesta	$102,190	0.000%	1.000	$102,190
33	Office Assistant	Vacant	$48,984	0.000%	1.000	$48,984
34	Sr Office Assistant	Cordes	$60,050	0.000%	1.000	$60,050
35	Account Clerk Specialist	Latif	$51,230	0.000%	0.750	$38,423
36	Staff Accountant	De Guzman	$74,672	0.000%	0.750	$56,004
37			$0	0.000%	0.000	$0
38			$0	0.000%	0.000	$0
39			$0	0.000%	0.000	$0
40			$0	0.000%	0.000	$0
41			$0	0.000%	0.000	$0
42			$0	0.000%	0.000	$0
43			$0	0.000%	0.000	$0
44			$0	0.000%	0.000	$0
45			$0	0.000%	0.000	$0
46			$0	0.000%	0.000	$0
47			$0	0.000%	0.000	$0
48					Subtotal CMS/Administration Salaries	$472,175
49					CMS/Administration Benefits	$319,044
50	Total CMS/Administration FTE	6				
51					Total CMS/Administration Salaries	$791,219
	Operating Costs					
52	Consultation, Professional Services					$2,000
53	Facility, Rent & Operations					$0
54	Equipment Cost equal to or greater than $5,000 per Unit (Any Computing Equipment regardless of Cost)					$0
55	Equipment, Maintenance & Rental Costs, Supplies					$12,000
56	Travel (In & Out of State)					$0
57	Training without Associated Travel Costs					$0
58	Subscriptions, Membership Dues					$11,679
59	Insurance					$0
60	Information Technology					$100,000
61	Employee Auto Mileage					$28,644
62						$0
63	Indirect Costs (Indirect Costs/Base) - 15% maximum				0%	$0
64	Base = Salaries & Benefits				$2,994,822	
65	Communication (Cell Phone_, Postage & Internet (Printing)					$30,000
66						$0
67					Total CMS/Administration Operating Costs	$184,323
68	**Total CMS/Admin**			% Budget	27%	**$975,542**
	C. Waived Services					
69	**Total Waived Services**			% Budget	14%	**$500,427**
	D. Total Budget Amounts					
70	**Fiscal Year Total Allocation**					**$3,679,572**

By completing Part I, I understand that this is an electronic signature and by checking the box I certify that all the provided information is believed to be accurate, reliable and complete to the best of my knowledge and ability to confirm it.

Full Name	Title	Date	Check box to indicate agreement with information provided in report.
Lourdes Ramirez	Site Director	April 15, 2025	☑

For CDA Use Only

Approved by:

Poonam Deo — Analyst Signature

4/24/2025 — Date

San Diego County Aging & Independence Services

91901	91948	92028	92075	92117
91902	91950	92029	92078	92118
91903	91951	92030	92079	92119
91905	91962	92033	92081	92120
91906	91963	92036	92082	92121
91908	91976	92037	92083	92122
91909	91977	92038	92084	92123
91910	91978	92039	92086	92124
91911	91979	92040	92088	92126
91912	91980	92046	92091	92127
91913	91990	92054	92092	92128
91914	92003	92055	92093	92129
91915	92004	92056	92101	92130
91916	92007	92057	92102	92131
91917	92008	92058	92103	92133
91931	92009	92059	92104	93134
91932	92010	92060	92105	92135
91933	92011	92061	92106	92136
91934	92014	92064	92107	92138
91935	92019	92065	92108	92139
91941	92020	92066	92109	92140
91942	92021	92067	92110	92143
91943	92022	92068	92111	92145
91944	92024	92069	92113	92147
91945	92025	92070	92114	92152
91946	92026	92071	92115	92154
91947	92027	92072	92116	92155

Catchment Area Zip Codes – Exhibit G
MS 2526 Contract

MS-2526-07

San Diego County Aging & Independence Services

92161

92173

92182

92193

92195

92197

92199

92672

EXHIBIT A, Attachment 1
General Information

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number MS-2526-07.

2. The number of client slots per month shall be 687.

3. The services shall be performed in the catchment area zip codes listed in Exhibit G.

4. The services shall be provided as needed.

5. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: County of San Diego
Name: MSSP Operations Manager	Name: Cynthia Mayfield
Section/Unit: MSSP	Section/Unit: MSSP/Aging & Independence Services
Address: 2880 Gateway Oaks Dr., Ste 200 Sacramento, CA 95834	Address: P.O. Box 23217 San Diego, CA 92193-3217
Phone: (916) 419-7561	Phone: (858) 505-6504
Email: MSSPservice@aging.ca.gov	Email: cynthia.mayfield@sdcounty.ca.gov

Direct all contract document inquiries to:

State Agency: California Department of Aging	Contractor: County of San Diego
Section/Unit: Subvention and Local Assistance Contracts Section	Section/Unit: MSSP/Agin and Independence Services
Attention: Andrew Reel, Analyst	Attention: Lourdes Ramirez
Address: 2880 Gateway Oaks Dr., Ste 200 Sacramento, CA 95834	Address: P.O. Box 23217 San Diego, CA 92193-3217
Phone: (916) 272-0469	Phone: (858) 495-5560
Email: BMBSubvention@aging.ca.gov	Email: lourdes.ramirez@sdcounty.ca.gov

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

ARTICLE I. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW

The Multipurpose Senior Services Program (MSSP) is a Medi-Cal Home and Community Based Services (HCBS) Waiver, Control Number CA.0141.R07.00 authorized pursuant to Section 1915(c) of Title XIX of the Social Security Act. The primary objectives of the MSSP are to:

1. Avoid the premature placement of frail older persons in nursing facilities

2. Foster independent living in their communities

Pursuant to an Interagency Agreement between Department of Health Care Services (DHCS) and California Department of Aging (CDA), CDA contracts with local government entities and private nonprofit organizations for local administration of the MSSP throughout the State. The Contractor is responsible for arranging for and monitoring community services to the MSSP waiver participant population in the catchment area identified in Exhibit G of this Agreement. Individuals eligible for MSSP must be age sixty (60) or older; meet the eligibility criteria as a Medi-Cal recipient with an eligible Medi-Cal Aid Code be certifiable for placement in a nursing facility; live within a site's catchment area; be served within the program's cost limitations; and be deemed appropriate for care management services.

The Contractor uses a care management team to assess eligibility and need and provide for delivery of services. The Contractor is reimbursed for expenditures through a claims process operated by the State's Medi-Cal Fiscal Intermediary (see definition in Article VI of this Exhibit).

ARTICLE II. MSSP PROGRAM OPERATIONS

The Contractor shall be responsible for all care management obligations including processing waiver participant applications, predetermining eligibility, conducting assessments, developing care plans, case recording and documentation, and providing follow-up. The Contractor shall directly provide or arrange for the continuous availability and accessibility of all services identified in each waiver participant's care plan. The Contractor shall also ensure that the administrative integrity of the MSSP is maintained at all times. In order to maintain adequate administrative control, the Contractor shall incorporate the following components into the scope of operations:

A. Care Management Team

1. The Contractor shall maintain and have on file a written description and an organizational chart that outlines the structure of authority, responsibility, and accountability within the MSSP and the MSSP parent organization. The Contractor shall provide to its assigned CDA analyst a copy of the organization chart within thirty (30) days of the execution of this Agreement.

2. The Contractor shall employ a care management team, which consists of a social worker and a registered nurse, that meet the qualifications set forth in

ARTICLE II. MSSP PROGRAM OPERATIONS (Continued)

the Waiver. The care management team shall predetermine waiver participant eligibility based on the criteria specified in the MSSP Site Manual, herein incorporated by reference, then submit all required documentation to CDA for review. The final determination of eligibility will be made by CDA MSSP Bureau nurses, using assessment(s) and the Level of Care (LOC) form completed by the site care management team. This team shall work with the waiver participant throughout the care management process (e.g., assessment, care plan development, service coordination, and service delivery).

3. The care management team shall: 1) provide information, education, counseling, and advocacy to the waiver participant and family, and 2) identify resources to help assure the timely, effective, and efficient mobilization and allocation of all services, regardless of the source, to meet the waiver participant's care plan goals.

4. The Contractor shall annually self-certify that staff meet the requirements as outlined in the MSSP Site Manual as well as participate in required trainings.

B. Care Plan

1. The Contractor's care management team shall perform the MSSP waiver participant's assessments and work with the MSSP waiver participant, family, managed care plans, and others to develop a care plan covering the full range of required psychosocial and health services. The care management team shall continue to work with the MSSP waiver participant to assure that the waiver participant is receiving and benefiting from the services and to determine if modification of the care plan is required.

2. Such MSSP subcontracts shall specify terms and conditions and payment amount and shall assure that subcontractors shall not seek additional or outstanding unpaid amounts from the MSSP participant.

C. Purchased Waiver Services

"Purchased Waiver Services" means goods and services approved for purchase under Title XIX of the Social Security Act, 1915(c) Home and Community Based Waiver authority. The list of MSSP Purchased Waiver Services is included in Article VI. The Contractor may purchase MSSP Purchased Waiver Services when necessary to support the well-being of a MSSP waiver participant.

1. Prior to purchasing services, the Contractor shall verify, and document its efforts, that alternative resources are not available (e.g., family, friends and/or other community resources)

2. The Contractor may either enter into contracts with subcontractors to provide Purchased Waiver Services or directly purchase items through the use of a purchase order.

ARTICLE II. MSSP PROGRAM OPERATIONS (Continued)

3. The Contractor shall maintain written, signed and dated subcontracts for the following array of Purchased Waiver Services as defined in MSSP Site Manual at all times during the terms of this Agreement:

   a) Adult Day Care (ADC)
   b) Minor Home Repair/Maintenance Services
   c) Supplemental Homemaker, Personal Care and Protective Supervision Services
   d) Consultative Clinical Services
   e) Respite Care
   f) Transportation
   g) Meal Services
   h) Counseling and Therapeutic Services
   i) Communication Services

4. The Contractor shall assure that its subcontractors have the license(s), credentials, training, qualifications or experience to provide services to the MSSP participant.

5. The Contractor shall be responsible for coordinating and tracking MSSP Purchased Waiver Services for a MSSP waiver participant.

6. The Contractor shall operate a Multipurpose Senior Services Program at a location and in a manner approved by the State, ensuring that waiver participant inquiries and requests for service(s) receive prompt response.

D. Case Files

The Contractor shall maintain an up-to-date, centralized, and secured case file record for each waiver participant, consisting, at a minimum, of the following documents prescribed by CDA:

1. Application for the MSSP

2. MSSP Authorization for Use and Disclosure of Protected Health Information

3. Participant Enrollment/Termination Information

4. Finalized Level of Care (LOC) form that contains the approval signature of a CDA MSSP Bureau nurse, certifying certification by the Contractor that a MSSP Applicant or MSSP waiver participant meets the requirement(s) for nursing facility placement

5. MSSP Initial Health Assessment, MSSP Initial Psychosocial Assessment, and MSSP Reassessments

ARTICLE II. MSSP PROGRAM OPERATIONS (Continued)

6. Care Plan and Service Planning and Utilization Summary (SPUS)

7. Waiver Participant monthly progress notes and other waiver participant-related information (e.g., correspondence, medical/psychological/social records, service delivery verification)

8. Denial or discontinuance letters (Notice of Action)

9. Termination documents

10. Fair Hearing documentation

E. Management Information Systems (MIS)

The Contractor shall maintain and operate an MIS at its site. The Contractor shall:

1. Maintain office space with proper security and climate control for on-site computer hardware, e.g., terminals, processors, modems, and printers.

2. Provide adequate staff for timely, accurate, and complete MIS data input, including but not limited to:

   a. Waiver participant name, MSSP waiver participant number, Medi--Cal aid code, county code, Medicare and Social Security numbers, birth date, emergency contact information, physician information, and demographic information

   b. Tracking of Waiver Services and costs

   c. Enrollment and termination dates

   d. Provider Index Report

3. Accommodate State-required changes in MIS procedures which may be necessary from time to time.

4. Generate reports as required by the State.

5. Submit to CDA by the 5th working day of the month (unless otherwise specified by CDA), the active waiver participant count for the preceding month. The active waiver participant count consists of the number of waiver participants actively enrolled in MSSP on the last (business) day of the reporting month. This includes applicants with a LOC determination submitted to CDA pending approval but does not include waiver participant cases closed (or terminated) during the reporting month.

ARTICLE II. MSSP PROGRAM OPERATIONS (Continued)

6. Submit to CDA, by the 5th working day of the month (unless otherwise specified by CDA), the Wait List of participants as of the last day of the previous month. "Wait List" means a list of potential MSSP participants, established, and maintained by the Contractor, when the Contractor has reached its capacity. To ensure compliance with MSSP Waiver requirements and Centers for Medicare and Medicaid Services (CMS) direction, MSSP sites must develop and implement a wait list policy and procedure. The policy and procedure must include provisions for: prescreening individuals to predetermine eligibility; managing applicants' placement on and removal from the wait list; periodically reviewing the eligibility and identified needs of applicants on the wait list; and assigning priority for enrollment based on identified needs and level of risk. The Contractor determines the priority of enrollment into the MSSP in accordance with CDA and CMS requirements.

7. Verify all service data within ninety (90) calendar days of the date of service. The Contractor shall submit this data to CDA by the 5th calendar day of the following month, ninety-five (95) days from the end of the month of services.

8. Submit claims to the State's Medi-Cal Fiscal Intermediary (FI), per instructions stated in the Medi-Cal Provider Manual.

F. Enrollment Levels

The Contractor shall maintain a caseload of no less than 95 percent and no more than 105 percent of the specified number of participant slots for the term of contract (12 months). This is a performance requirement to ensure compliance with the terms and conditions of this Agreement and Waiver requirements. If the Contractor's active participant count falls below ninety-five percent (95%) of the number of budgeted participant slots for more than three (3) consecutive months, the Contractor shall be required to submit a Corrective Action Plan for review, approval, and monitoring by CDA.

"Participant slot" means a position, whether vacant or filled, which is funded according to a Contractor's site budget and allocated for a participant during a given month.

1. Voluntarily Relinquishing Slots

   a. At any time and for any reason, a Contractor may voluntarily request to return slots in increments of 10, preferably 40.

   b. A Contractor may initiate the slot relinquishment process by notifying CDA in writing.

2. Request for Additional Slots

ARTICLE II. MSSP PROGRAM OPERATIONS (Continued)

a. A Contractor operating at 95% enrollment or higher may submit a written request for additional slots. The Contractor can request slots in increments of 40. CDA will notify the Contractor of its determination within 60 days.

G. Emergency Preparedness

1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of waiver participants they are charged to serve during medical or natural disasters: a pandemic, earthquake, fire, flood, or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.

2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support waiver participants in the event of natural disasters or other public emergencies.

3. The Contractor shall ensure that emergency preparedness policies and procedures are clearly communicated to site staff and subcontractors in order to provide care under emergency conditions and to provide for back-up in the event that usual care is unavailable.

4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually and as needed when new staff are hired. The training shall consist of:

   a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider

   b. Techniques to obtain vital information from older individuals who require emergency assistance

   c. Written emergency procedures for all staff that have contact with older individuals

5. The Contractor shall develop a method for documenting the emergency preparedness training provided for all staff.

6. The Contractor shall develop a program for testing its emergency preparedness plan at least annually.

H. Other Provisions

1. The Contractor is relieved of all obligations to arrange for and provide services to a waiver participant under this Agreement after the waiver participant has been terminated from the MSSP and has exhausted their appeal rights.

ARTICLE II. MSSP PROGRAM OPERATIONS (Continued)

2. The Contractor shall provide a notice of termination to a waiver participant prior to terminating the participant from the MSSP and shall reference the MSSP Site Manual to determine how many days' notice are required based on the type of termination code that is used.

3. The Contractor shall administer a subcontractor appeal and adjudication process. The subcontractor appeal and adjudication process must be included in all subcontracts. This process shall assure fair consideration and disposition of subcontractor claims against the Contractor. Final authority to decide claims shall be vested with the Contractor. The subcontractor has no right of appeal to CDA.

4. The Contractor shall serve participants in the Catchment Area as defined in Exhibit G of this Agreement. Any revisions to Exhibit G require CDA approval.

5. The Contractor shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the CDA MSSP Bureau. The Contractor shall comply with any and all changes to State and federal law. The Contractor shall include this requirement in each of its subcontracts.

6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER

Services Provided Under the Waiver – Contractors must have the ability to provide the following services to MSSP waiver participants:

Definitions of each of the services approved by the Centers for Medicare and Medicaid Services of the Department of Health and Human Services under the existing 1915(c) Home and Community-Based Services Waiver are as follows. The numbers in parentheses are program code designations for the particular service.

1. **Adult Day Care** (1.1): Will be provided when the waiver participant's plan of care indicates that the service is necessary to reach a therapeutic goal or provide respite for the family or caregiver. Adult day care centers are community-based programs that provide nonmedical care to persons eighteen (18) years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. The Department of Social Services (DSS) licenses these centers as community care facilities.

   Adult Day Care centers are subject to Federal Home and Community-Based Settings (HCBS) requirements, meaning they must:
   - Support access to the greater community;
   - Be selected by the participant from among setting options;

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

- Ensure individual rights of privacy, dignity and respect, and freedom from coercion and restraint;
- Optimize autonomy and independence in making life choices;
- Facilitate choice regarding services and who provides them; and
- Be physically accessible.

Vendor contracts with Adult Day Care centers must contain language that addresses Home and Community-Based Settings requirements as specified in 42 CFR 441.301(c)(4).

2. **Minor Home Repairs and Maintenance** (2.2): Minor Home Repairs do not involve structural changes or major repairs to a dwelling. Maintenance is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails, items above what is covered by the State Plan, and installation), safety (e.g., electrical wiring, smoke alarms), or security (e.g., locks). Eligible waiver participants are those whose health and/or safety or independence are jeopardized because of deficiencies in their place of residence. This service is limited to waiver participants who are owners/occupiers of their own home, or those in rental housing where the owner refuses to make needed repairs or otherwise alter the residence to adapt to special waiver participant needs. Written permission from the landlord (including provision for removal of modifications, if necessary) is required before undertaking repairs or maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.

3. **Specialized Non-medical Home Equipment** (2.3): Includes equipment and supplies which address a waiver participant's functional limitation and/or condition, are necessary to assure the waiver participant's health, safety, and independence, and are not otherwise provided through this Waiver or through the State Plan.

   Allowable items:
   - Small appliances
   - Large appliances
   - Furniture
   - Home safety devices
   - Clothing related items (Must stem from a medical or functional need)
   - Paperwork related/ Organizing items
   - Household items (Items that are not specifically designed for home safety, but are necessary to maintain independence and safety in the home)
   - Kitchenware
   - Bedding/Bath items
   - Exercise equipment
   - Social support/ Therapeutic activity supplies

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

- Personal care items (Items related to personal care and the prevention of skin breakdown)
- Health related supplies (Items that have a health component, but are not covered by the State Plan)
- Incontinence supplies (gloves, wipes, washcloths, and creams)

Experimental or prohibited treatments are excluded as well as those items and services solely for entertainment or recreation. The costs associated with delivery and repairs of the items allowable under this service are also included.

4. **Community Transition Services-** (2.4): These services allow for non-recurring moving and/or housing set-up expenses for individuals who make the transition from an institution to their own home or apartment in the community. Eligible waiver participants are those who reside in a facility/institution or care provider-owned residence and are transitioning from a facility/institution to their own home or apartment in the community where the person is directly responsible for his or her own living expenses. Allowable expenses are those necessary to enable a person to establish a basic household that do not constitute room and board and may include: (a) security deposits that are required to obtain a lease on an apartment or home; (b) essential household furnishings required to occupy and use a community domicile, including furniture, window coverings, food preparation items, and bed/bath linens; (c) set-up fees or deposits for utility or service access, including telephone, electricity, heating and water; (d) services necessary for the waiver participant's health and safety such as pest eradication and one-time cleaning prior to occupancy; (e) moving services, which may include materials and necessary labor; (f) activities to assess need, arrange for and procure need resources. Community Transition Services are furnished only to the extent that they are reasonable and necessary as determined through the care plan development process, clearly identified in the care plan and the person is unable to meet such expense or when the services cannot be obtained from other sources. Community Transition Services do not include monthly rental or mortgage expense; food, regular utility charges; and/or household appliances or items that are intended for purely diversional/recreational purposes.

5. **Assistive Technology** (2.6): Assistive technology means an item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of participants. Assistive technology service means a service that directly assists a waiver participant in the selection, acquisition, or use of an assistive technology device. Assistive Technology includes: (A) the evaluation of the assistive technology needs of a waiver participant, which is performed and billed under the MSSP care management service. The evaluation includes a functional evaluation of the impact of the provision of appropriate assistive technology and appropriate services to the participant in the customary environment of the waiver participant; (B) services consisting of purchasing,

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

leasing, or otherwise providing for the acquisition of assistive technology devices for participants; applying, maintaining, repairing, or replacing assistive technology devices; (C) services consisting of selecting, designing, fitting, customizing, adapting; (D) coordination and use of necessary therapies, interventions, or services with assistive technology devices, such as therapies, interventions, or services associated with other services in the care plan. The costs associated with delivery and repairs of the items allowable under this service are also included.

Examples include, but are not limited to, a transfer pole, grabber/reacher, dressing aid or sock aid, etc.

6. **Supplemental Services (3.1, 3.2, and 3.7):** These services are for purposes of household support, personal care, and protective supervision for those services above and beyond those available through the In-Home Supportive Services (IHSS) Program or to participants that are not eligible for IHSS.

Examples include:

1. The MSSP participant has not yet been assessed for IHSS and needs services in the interim until IHSS can be arranged.
2. The regular IHSS provider is not available and IHSS cannot provide a substitute.
3. IHSS services are in place; however, MSSP has assessed a greater need. In these cases, MSSP will advocate with IHSS for increased time for those services before authorizing expenditure of Waiver funds.

Services purchased can supplement but not supplant IHSS.

Supplemental Homemaker, Personal Care, and Protective Supervision services shall be subject to Electronic Visit Verification (EVV) requirements required by Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b). Vendor contracts for 3.1, 3.2, and 3.7 services must contain language that addresses EVV requirements.

a) **Supplemental Homemaker Services** (3.1): are for purposes of household support and applies to the performance of household tasks rather than to the care of the waiver participant. Homemaker activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance. Instruction in performing household tasks may also be provided.

b) **Supplemental Personal Care** (3.2): This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living (ADL).

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

c) These tasks are limited to nonmedical personal services: feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). waiver participant instruction in self-care may also be provided.

d) **Supplemental Protective Supervision** (3.7): Ensures provision of supervision in the absence of the usual care provider to persons residing in their own homes, who are very frail or otherwise may suffer a medical emergency. Such supervision serves to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. This service may also provide a visit to the waiver participant's home to assess a medical situation during an emergency (e.g., natural disaster).

   Waiver Participants that receive Supplemental Protective Supervision may also receive a room monitor under Communication: Device (9.2); however, are not allowed to also receive Emergency Response System (ERS) services.

7. **Therapeutic Services** (3.3): This service addresses unmet needs of waiver participants when such care is not otherwise available under the State Plan. These services will be provided based on the following criteria: The waiver participant assessment identifies need for this support and the care plan reflects the required service(s). MSSP waiver participants are extremely frail and, on occasion, in need of services that cannot be provided under that cannot be provided under Medi-Cal. This MSSP service supplements but does not supplant benefits provided by the State Plan. The service is provided by authorized individuals when such care is prescribed or approved by a physician. Therapeutic Services includes the following: foot care, massage therapy, and swim therapy.

   Therapeutic services provided in the home shall be subject to EVV requirements required by Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b). Vendor contracts for 3.3 services must contain language that addresses EVV requirements.

8. **Consultative Clinical Services** (4.3): This service addresses the unmet needs of waiver participants when such care is not otherwise available under the State Plan. These services will be provided based on the following criteria:

   - The waiver participant assessment identifies need for this support and the care plan reflects the required service(s).

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

- MSSP utilizes all of the services available under the State Plan prior to purchasing these services as Waiver Services. MSSP's waiver participants are extremely frail and, on occasion, in need of services that cannot be provided under Medi-Cal. This service is especially critical for persons recently discharged from acute hospitals or who are otherwise recovering at home from an acute illness or injury. This MSSP service supplements, but does not supplant, benefits provided by the State Plan.

In addition to the provision of care, waiver participants and their families/caregivers are trained in techniques which will enable them (or their caregivers) to carry out their own care whenever possible.

Allowable services are:

- Social services and legal/paralegal consultation to assist the individual with addressing critical incidents, public benefits, housing issues, and/or safety issues
- Dietitian/Nutrition consultation
- Pharmacy consultation
- Vital sign monitoring

Each component of this waiver service is separately authorized and the participant may exercise free choice of providers for each component. The participant may choose to receive consultative clinical services either via telehealth or in-person. When provided via telehealth, the service must be provided in accordance with the telehealth assurances described in the Waiver.

9. **Care Management**: Assists waiver participants in gaining access to needed Waiver and other State Plan services, as well as needed medical, social, and other services, regardless of the funding source. Care managers are responsible for ongoing monitoring of the provision of services included in the waiver participant's plan of care.

   a) **Care Management** (50): The MSSP care management system vests responsibility for assessing, care planning, authorizing, locating, coordinating, and monitoring a package of long-term care services for community-based waiver participants with a local MSSP site contractor and specifically with the site care management team. The care management teams at each of the local sites are trained professionals working under the job titles of Nurse Care Manager and Social Work Care Manager; these professionals may be assisted by Care Manager Aides. The teams are responsible for Care Management services including the assessment, care plan development, service authorization/delivery, monitoring, and follow-up components of the program. Case records must document all waiver participant contact activity each month.

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

The participant may choose to receive care management services either via telehealth or in-person. When provided via telehealth, the service must be provided in accordance with the telehealth assurances described in the Waiver.

b) **Deinstitutional Care Management (DCM)** (4.6): This service is used ONLY with individuals who are institutionalized. It allows care management to begin up to one hundred eighty (180) days prior to an individual's discharge from an institution. It may be used in two situations, as follows:

- Where MSSP has gone into a facility (nursing facility or acute hospital) to begin working with a resident to facilitate their discharge into the community
- Where an established MSSP waiver participant is institutionalized and MSSP services are necessary for the person to be discharged back into the community

All care management services (monthly Administration and Care Management) provided during this period are combined into one unit of DCM and billed upon discharge. For those individuals who do not successfully transition to the Waiver, billing is disallowed, as Federal Financial Participation (FFP) cannot be claimed for DCM services where the participant does not transition into the Waiver. No care management services available under the State Plan will be duplicated under the MSSP Waiver.

10. **Respite** (5.1, 5.2): The State Plan does not provide for respite care. By definition, the purpose of respite care is to relieve the waiver participant's informal caregiver and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a waiver participant, while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed in order to cover emergencies and extended absences of the caregiver. As dictated by the waiver participant's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2). Waiver Services will not be used for respite services provided beyond thirty consecutive days, or for any combination of direct care and protective supervision that exceeds 24 hours of care per day. Waiver Service funds will not be used for the cost of room and board. Individuals providing services in the waiver participant's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the waiver participant's plan of care.

Respite care services provided in the home shall be subject to EVV requirements required by Subsection (l) of Section 1903 of the Social Security

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

Act (SSA) (42 U.S.C. 1396b). Vendor contracts for 5.1 services must contain language that addresses EVV requirements.

11. **Transportation** (6.3 and 6.4): These services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for waiver participants who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or escort. These services are in contrast to the transportation service authorized by the State Plan which is limited to medical services, or waiver participants who have documentation from their physician that they are medically unable to use public or ordinary transportation. Whenever possible, family, neighbors, friends, or community agencies which can provide this service without charge will be utilized.

Transportation services are usually provided under public paratransit or public social service programs (e.g., Title III of the Older Americans Act) and shall be obtained through these sources without the use of MSSP resources, except in situations where such services are unavailable or inadequate. Service providers may be paratransit subsystems or public mass transit; specialized transport for the older adults and adults with disabilities; private taxicabs and ride-sharing services (such as Uber or Lyft) where no form of public mass transit or paratransit is available or accessible; or when they are subsidized by public programs or local government to service frail older adults and handicapped (e.g., in California, some counties provide reduced fare vouchers for trips made via private taxicabs for frail older adults and handicapped).

Escort services may be authorized for those waiver participants who cannot manage to travel alone and require assistance beyond what is normally offered by the transportation provider.

12. **Nutritional Services** (7.1, 7.2, and 7.3): These services may be provided daily but are not to constitute a full nutritional regimen (three (3) meals a day) [42 CFR 440.180 (b)].

    a) **Congregate Meals** (7.1): Meals served in congregate meal settings for waiver participants who are able to leave their homes or require the social stimulation of a group environment in order to maintain a balanced diet. Congregate meals can be a preventive measure for the frail older person who has few (if any) informal supports, as well as a rehabilitative activity for people who have been physically ill or have suffered emotional stress due to losses associated with aging. This service should be available to MSSP waiver participants through Title III of the Older Americans Act. MSSP funds shall only be used to supplement congregate meals when funding is unavailable or inadequate through Title III or other public or private sources.

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

Congregate Meal Sites are subject to Federal Home and Community-Based Settings (HCBS) requirements, meaning they must:

- Support access to the greater community;
- Be selected by the participant from among setting options;
- Ensure individual rights of privacy, dignity and respect, and freedom from coercion and restraint;
- Optimize autonomy and independence in making life choices;
- Facilitate choice regarding services and who provides them; and
- Be physically accessible.

Vendor contracts with Congregate Meal Sites must contain language that addresses Home and Community-Based Settings requirements as specified in 42 CFR 441.301(c)(4).

b) **Home Delivered Meals** (7.2): Meals for waiver participants who are homebound, unable to prepare their own meals and have no caregiver at home to prepare meals for them. As with Congregate Meals, the primary provider of this service is Title III of the Older Americans Act. MSSP funds shall only be used to supplement home-delivered meals when they are unavailable or inadequate through Title III or other public or private sources.

c) **Oral Nutritional Supplements (ONS)** (7.3): As Medi-Cal may cover ONS, efforts must be made to obtain ONS through a Medi-Cal Treatment Authorization Request (TAR). The process must be documented in the monthly progress notes. If oral nutritional supplements (ONS) are to be purchased using Waiver Service funds, the following actions must occur and be documented in the Participant record:

- The Nurse Care Manager (NCM) must conduct a nutritional screen to assess the waiver participant's nutritional needs and determine that an ONS is advisable.
- The use of home-prepared drinks/supplements (instant breakfast, pureed food) has been explored and found not to meet the Participant's needs.
- All other options for payment of an ONS have been exhausted (Waiver Participant, family, etc.).

If all three criteria have been satisfied, an ONS may be purchased initially for a period of three (3) months. If an ONS needs to be continued beyond the three-month timeframe, a physician order must be obtained. Upon annual reassessment, if all criteria, including a new nutritional screen, are satisfied and the previous physician order has expired, another three months may be purchased. The physician's order must be renewed on an annual basis.

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

13. **Counseling & Therapeutic Services** (8.3, 8.4, and 8.5): These services include protection for waiver participants who are isolated and homebound due to health conditions; who suffer from depression and other psychological problems; individuals who have been harmed or threatened with harm (physical or mental) by other persons or by their own actions; or those whose cognitive functioning is impaired to the extent they require assistance and support in making and carrying out decisions regarding personal finances.

The participant may choose to receive counseling and therapeutic services (8.3, 8.4, and 8.5) either via telehealth or in-person. When provided via telehealth, the service must be provided in accordance with the telehealth assurances described in the Waiver.

a) **Social Support (8.3):** Includes periodic telephone contact, visiting, or other social and reassurance services to verify that the individual is not in medical, psychological, or social crisis, or to offset isolation. Such services shall be provided based on need, as designated in the waiver participant's plan of care. The MSSP has found that isolation and lack of social interaction can seriously impact some waiver participants' capacity to remain independent. Lack of motivation or incentive or the lack of any meaningful relationships can contribute to diminishing functional capacity and premature institutionalization.

These services are often provided by volunteers or through Title III of the Older Americans Act; however, these services may not be available in a particular community and do, infrequently, require purchase. Waiver Service funds will be used to purchase friendly visiting only if the service is unavailable in the community or is inadequate as provided under other public or private programs.

Social Support services provided in the home shall be subject to EVV requirements required by Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b). Vendor contracts for 8.3 services must contain language that addresses EVV requirements.

b) **Therapeutic Counseling (8.4):** Includes individual or group counseling to assist with social, psychological, or medical problems which have been identified in the assessment process and included in the waiver participant's care plan. The MSSP has found that therapeutic counseling is essential for preventing some waiver participants from being placed in a nursing facility. This service may be utilized in situations where waiver participants or their caretakers may face crises, severe anxiety, emotional exhaustion, personal loss/grief, confusion, and related problems. Counseling by licensed or certified counselors in conjunction with other services (e.g., respite, IHSS, meals) may reverse some states of confusion and greatly enhance the ability of a family to

care for the waiver participant in the community or allow the waiver participant to cope with increasing impairment or loss.

c) **Money Management (8.5):** This service assists the waiver participant with activities related to managing money and the effective handling of personal finances. Services may be either periodic or as full-time substitute payee. Services may be provided by organizations or individuals specializing in financial management or performing substitute payee functions.

14. **Communication (9.1 and 9.2)**: waiver participants who receive these services are those with special communication problems such as vision, hearing, or speech impairments and persons with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as: speech and hearing clinics; organizations serving blind individuals; hospitals; senior citizens centers; and providers specializing in communications equipment for disabled or at-risk persons. Services shall be available on a routine or emergency basis as designated in the waiver participant's plan of care.

a. **Translation** (9.1): The provision of translation and interpretive services for purposes of instruction, linkage with social or medical services, and conduct of business is essential to maintaining independence and carrying out the ADL and Instrumental Activities of Daily Living (IADL) functions.

For non-English speaking waiver participants, this service is the link to the entire in-home and community-based service delivery system. MSSP resources shall be used to support this service only where family and community resources are unable to meet the need, and as described in the care plan.

b. **Device** (9.2): The rental/purchase of 24-hour emergency assistive services, or installation of a telephone to assist in communication (excluding monthly telephone charges) for waiver participants who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of Emergency Response Systems (ERS) is limited to those waiver participants who live alone, or who are alone for significant parts of the day and have no regular caregiver for extended periods of time, and who would otherwise require extensive routine supervision. The following are allowable:

1. 24-hour answering/paging
2. Medic-alert type bracelets/pendants
3. Intercoms
4. Emergency Response System
5. Room/two-way monitors

ARTICLE III. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (continued)

6. Light fixture adaptations (blinking lights, etc.)
7. Telephone adaptive devices not available from the telephone company

This service is limited to additional services and items not otherwise covered under the State Plan but are consistent with Waiver objectives of avoiding institutionalization. Telephone installation or reactivation of service will only be authorized to enable the use of telephone-based electronic response systems where the waiver participant has no telephone, or for the isolated waiver participant who has no telephone and who resides where the telephone is the only means of communicating health needs. This service will only be authorized when the waiver participant has a medical/health condition that makes him/her vulnerable to medical emergency.

Waiver participants that receive Supplemental Protective Supervision may also receive a room monitor under Communication: Device; however, are not allowed to also receive ERS services. These types of devices are intended to assist in keeping at-risk waiver participants safe in the home and are not intended to replace an in-person support staff.

ARTICLE IV. ELECTRONIC VISIT VERIFICATION (EVV)

1. Electronic Visit Verification (EVV) is a telephone and computer-based solution validating that in-home service visits occur. EVV solutions shall verify the: a) type of service performed; b) individual receiving the service; c) date of the service; d) location of service delivery; e) individual providing the services; and f) time the service begins and ends.

2. Pursuant to Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b), Contractor shall implement DHCS-approved EVV solutions for Medicaid-funded personal care services and home health care services. Contractor and subcontractors shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 to prevent use or disclosure of the information as provided for by this Agreement.

ARTICLE I. INVOICING AND PAYMENT

A. To receive payment under the fee-for-service (FFS) payment model, the Contractor shall prepare and submit electronic claims through the State's Fiscal Intermediary (FI) as set forth in the Medi-Cal Provider Manual.

B. Payments shall be made in accordance with the following provisions:

1. The Contractor shall submit claims to Medi-Cal FI, based upon the month of service and only for actual expenses. On each claim, the Contractor shall show the amount billed for each service code.

2. Failure to provide data and reports specified by this Agreement will result in the delay of payment of invoices.

C. Payment will be made in accordance with, and within the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.

D. Reimbursement for Performance

The Contractor shall be entitled to monthly payment for actual services delivered to the Contractor's monthly active participants. This amount may vary from month to month but total annual payments to the Contractor shall not exceed the amount of the Contractor's total participant slot budget for the year.

E. Rate Adjustment

Any rate adjustments must be submitted to CDA for approval. The rate change request should be submitted to MSSPService@aging.ca.gov and include the following information in their rate change request:

- Billing Code
- Effective Date
- Current Rate
- Requested Rate

F. Advance Payments

1. CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 for Contractors providing services under the FFS payment model. Upon approval of this Agreement, the Contractor may request an advance not to exceed twenty-five percent (25%) of the total contract amount.

ARTICLE I. INVOICING AND PAYMENT (continued)

2. A request for an advance payment shall be on the Contractor's letterhead and include both an original signature of authorized designee and the Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA.

3. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of the Contractor's final claim, the California Department of Health Care Services (DHCS) or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request.

4. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever either party gives prior written notice of termination of this Agreement, the Contractor shall repay to DHCS, within ten (10) working days of such notice, the unliquidated balance of the advance payment.

5. Repayment of advances will be recovered from claims submitted to the State's FI after January 1st of each fiscal year and be collected at fifty percent (50%) of each claim submitted until the amount advanced is repaid. The Contractor may at any time be required to repay to DHCS all or any part of the advance.

6. Repayment of any remaining advance funds not collected through the process described in subsection 6 above, will be recovered through the Audit process.

ARTICLE II. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

ARTICLE II. FUNDS (Continued)

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging

Out of State:

- Travel and Relocation Policy-Human Resource Manual

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

3. DHCS and CDA reserve the right to refuse payment to the Contractor or later disallow costs for any expenditure as determined by DHCS or CDA to be out of compliance with this Agreement; unrelated or inappropriate to contract activities; when adequate supporting documentation is not presented; or where prior approval was required but was either not requested or granted.

4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.

5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.

ARTICLE II. FUNDS (Continued)

6. Any overpayment of funds must be deposited into an interest-bearing account.

B. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and Office of Management and Budget's– Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR Part 200]

C. Upon termination, cancellation, or expiration of this Agreement or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement or the dissolution of the entity.

D. Interest Earned

1. Interest earned on federal advance payments deposited in interest bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to $500 per year may be retained by the non Federal entity for administrative expense. [2 CFR § 200.305(b)(9)]

2. The Contractor must maintain advance payments of Federal awards in interest bearing accounts, unless the following apply.

   a. The Contractor receives less than $120,000 in Federal awards per year.

   b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances.

   c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

   d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE III. BUDGET AND BUDGET REVISION

Payment for performance by the Contractor under this contract may be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract. No legal liability on the part of the State for any payment may arise under this contract until funds are made available and until the Contractor has received notice of funding availability, which will be confirmed in writing.

A. Funding Reduction in Subsequent Fiscal Years

1. If funding for any State fiscal year is reduced or eliminated by the Legislature, Congress, or Executive Branch of State Government for the purposes of this program, the State shall have the option to either:

   a. Terminate the Contract pursuant to Exhibit D, Article XII
   b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract

2. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that the State reserves the right to determine which contracts, if any, under this program shall be reduced and that some contracts may be reduced by a greater amount than others. The State shall determine, at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.

B. The Contractor shall be reimbursed for Waivers Services expenses only as itemized in the most recent approved or revised Budget. Care Management and Care Management Support categories shall be reimbursed up to the combined budget amount of both categories.

C. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by DHCS under this Agreement or the actual category expenditures whichever is less. The Care Management and Care Management Support categories will be treated as a combined total budget for determining maximum allowable reimbursement amount.

D. The budget shall include the following line items:

1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.

2. Fringe Benefits.

ARTICLE III. BUDGET AND BUDGET REVISION (CONTINUED)

3. Consultation, Professional Services-Contractual Costs, subcontract, and consultant cost detail.

4. Facility, Rent & Operations – specify square footage and rate.

5. Equipment Cost equal to or greater than $5,000 per Unit (Any Computing Equipment regardless of Cost) - detailed descriptions and unit costs needs to be identified on the Equipment tab in the Budget Template.

6. Travel (Include: In State and Out of State) – mileage reimbursement rate, lodging, per diem and other costs.

7. Equipment, Maintenance & Rental Costs; Supplies.

8. Indirect Costs shall not exceed fifteen percent (15%) of direct salaries plus benefits.

9. Other Costs - a detailed list of other operating expenses.

E. The Contractor shall obtain prior written approval from CDA to transfer funds between the Care Management and Care Management Support categories if the transfer amount is equal to or greater than five (5) percent of either category of the approved budget. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.

F. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

G. Equipment/Property with per unit cost of $5,000 or more, all computing devices regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) requires justification and approval from CDA and must be included in its approved MSSP budget.

ARTICLE IV. DEFAULT PROVISIONS

The State, without limiting any rights which it may otherwise have, may, at its discretion and upon written notice to the Contractor, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, upon occurrence of any one of the following events:

A. Termination or suspension of this Agreement

B. A finding by the State that the Contractor:

1. Has failed to observe any of the covenants, conditions, or warrants of these provisions, or has failed to comply with any material provisions of this Agreement; or

2. Has failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement; or

3. Has allocated inventory to this Agreement substantially exceeding reasonable requirements; or

4. Is delinquent in payment of taxes or of the cost of performance of this Agreement in the ordinary course of business

C. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or arrangement of liquidation proceedings by or against the Contractor.

D. Service of any writ of attachment, levy, or execution, or commencement of garnishment proceeding or

E. The commission of an act of bankruptcy.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D, E, F and G, an approved Budget as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.

2. "Contractor" means the governmental or nonprofit entity contracted with CDA to provide MSSP Waiver Services to eligible Medi-Cal beneficiaries on behalf of DHCS pursuant to an Interagency Agreement between DHCS and CDA.

3. "CCR" means California Code of Regulations.

4. "CFR" means Code of Federal Regulations.

5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.

6. "Cal. Gov. Code" means California Government Code.

7. "OMB" means the federal Office of Management and Budget.

8. "Cal. Pub. Con. Code" means the California Public Contract Code.

9. "Cal. Civ. Code" means California Civil Code

10. "Reimbursable item" also means "allowable cost" and "compensable item."

11. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.

12. "Subcontractor" means the legal entity that receives funds from the Contractor to provide waiver services identified in this Agreement.

13. "Subcontract" means any form of legal agreement between the Contractor and the subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.

14. "Vendor" means an entity selling goods or services to the Contractor or subcontractor during the Contractor or subcontractor's performance of the Agreement.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. "Waiver participant" means any individual who has met MSSP eligibility requirements and been enrolled in the MSSP program.

16. "USC" means United States Code.

17. "OAA" means Older Americans Act.

18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1)

19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1)

20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84).

21. "Recoverable cost" means the questioned cost identified from an audit.

22. "DHCS" means the Department of Health Care Services.

23. "HHS" means United States Department of Health and Human Services.

B. Resolution of Language Conflicts

Should the terms and conditions of this Agreement be found to conflict with one another, the following order of authority shall control:

1. Statutory law, subject to the doctrine of preemption, including, but not limited to: Section 1915(c) of Title XIX of the Social Security Act, 42 USC 1396n, Welfare and Institutions Code Sections 9560 to 9568, other Federal and California state codes and regulations governing the MSSP, and/or other applicable Federal and California state statutes and their implementing regulations.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

2. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.

3. Any other documents incorporated herein by reference including, as applicable, the MSSP Site Manual found at https://www.aging.ca.gov/Programs Providers/MSSP/.

4. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

ARTICLE II. ASSURANCES (Continued)

2. Equal Access to State-Funded Benefits, Programs and Activities

   The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

   The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement.

   The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others,

ARTICLE II. ASSURANCES (Continued)

such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

ARTICLE II. ASSURANCES (Continued)

a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]

b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]

c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]

2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.

3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]

2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]

3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]

4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]

5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

ARTICLE II. ASSURANCES (Continued)

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

2. The Contractor shall report immediately to CDA in writing any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.

3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents, including minute orders, must also identify the action taken.

ARTICLE II. ASSURANCES (Continued)

3. Documentation in the form of a resolution, order, or motion by the Governing Board is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number.

2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management.

3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.

3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

ARTICLE II. ASSURANCES (Continued)

4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE II. ASSURANCES (Continued)

P. The Contractor and its subcontractors/vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed on a voluntary basis and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final, and the subcontractor(s) has no right of appeal to CDA.

B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI of this Exhibit.

C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.

D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.

E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.

ARTICLE V. SUBCONTRACTS (Continued)

F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.

G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor(s) in the performance of this Agreement.

H. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractors' agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

I. If a private nonprofit corporation, the subcontractor(s) shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

J. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.

K. The Contractor shall utilize procurement procedures as follows:

The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

ARTICLE VI. RECORDS

A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, waiver participant records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by

ARTICLE VI. RECORDS (Continued)

pertaining to this the State or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained, and made available by the Contractor: (1) until an audit of the July 1 through June 30 fiscal period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's or DHCS' Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all waiver participant records remain the property of CDA upon termination of this Agreement and are returned to CDA or transferred to another contractor as instructed by CDA.

D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CDA and DHCS and is so stated in writing to the Contractor.

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the DHCS under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.

F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.

ARTICLE VII. PROPERTY (Continued)

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

3. Property, for the purpose of this MSSP Agreement, does not include any equipment or supplies acquired on behalf of the waiver participant.

B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

E. The Contractor shall keep track of property purchased with funds from this Agreement and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Agreement, as instructed by CDA. The Contractor shall certify their reported property inventory annually by completing the Program Property Inventory Certification (CDA 9024).

ARTICLE VII. PROPERTY (Continued)

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.

2. Item description (include model number).

3. CDA tag number.

4. Serial number (if applicable).

5. Purchase cost or other basis of valuation.

6. Fund source.

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall email to CDA the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from CDA and the Contractor has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

ARTICLE VII. PROPERTY (Continued)

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.

J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.

K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

1. For another CDA program providing the same or similar service.

2. For another CDA-funded program.

M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget.

P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized

ARTICLE VIII. ACCESS (Continued)

federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.

B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA/DHCS funded programs.

D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and

ARTICLE X. AUDIT REQUIREMENTS (Continued)

allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).

4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:

   a. Financial closeouts (2 CFR 200.1)

   b. Internal controls (2 CFR 200.303)

   c. Allocation of expenditures (2 CFR 200.1)

   d. Allowability of expenditures (2 CFR 200.403)

   e. Equipment expenditures and approvals, if required (2 CFR 200.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements

ARTICLE X. AUDIT REQUIREMENTS (Continued)

a. Contractors that expend $1,000,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521. A copy shall be submitted to the:

California Department of Aging
Attention: Audits and Risk Management Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, California 95833

b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.

3. Contract Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F-Audit Requirements

ARTICLE X. AUDIT REQUIREMENTS (Continued)

5. Contract resolution includes:

   a. Ensuring that subcontractors expending $750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521.

   b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.

   c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).

6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:

   a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

   b. Records that identify adequately the source and application of funds for each federally funded activity.

   c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR 200.305.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles. [2 CFR 200.302]

ARTICLE X. AUDIT REQUIREMENTS (Continued)

g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F - Audit Requirements:

a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512]

b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509]

c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]

d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515]

e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F, Audit Requirements.

8. Requirements identified in Sections D and E of this Article shall be included in contracts with subcontractor(s). Further, the subcontractor(s) shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

    a. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

    b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements because its expenditures under federal awards are less than $1,000,000 during the non-federal entity's fiscal year.

        i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

        ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.
        [2 CFR 200.425]

ARTICLE X. AUDIT REQUIREMENTS (Continued)

D. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

1. General liability of not less than $1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.

2. Automobile liability including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

   a. $750,000 if seating capacity is under 8

   b. $1,500,000 if seating capacity is 8 – 15

   c. $5,000,000 if seating capacity is over 15

4. Professional liability of not less than $1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).

C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.

D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

ARTICLE XI. INSURANCE (Continued)

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.

2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.

G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain insurance appropriate to the work to be performed, in alignment with industry standards and the requirements set forth in the California Civil Code, California Public Contracting Code, and the relevant sections of the California Insurance Code. This insurance shall be for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and/or any other form of insurance as may be proper in the industry in which the Contractor is performing under this Agreement. Further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.

H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.

I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that, apart from the terminated portion of the Agreement, the remainder of the Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days' written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health, or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. A violation of the law or failure to comply with any condition of this Agreement.

2. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

3. Failure to comply with reporting requirements.

4. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

5. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

ARTICLE XII. TERMINATION (Continued)

6. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or the arrangement of liquidation proceedings by or against the Contractor.

7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.

8. The commission of an act of bankruptcy.

9. Finding of debarment or suspension. [Article II J]

10. The Contractor's organizational structure has materially changed.

11. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

12. In case of threat of life, health, or safety of the public, termination of the Agreement shall be effective immediately.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.

2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.

3. Terminate all subcontracts to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

ARTICLE XII. TERMINATION (Continued)

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days. Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall be in writing and describe the action being taken by CDA, the reason for such action, and any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to determine the date of termination of the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of waiver participants, care of waiver participants, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.

B. The Contractor must notify CDA of any change of legal name, main address, or name of the Director. This notice shall be addressed to the MSSP Bureau Manager on the Contractor's letterhead.

1. The Contractor must notify CDA within thirty-five (35) days of relocation.
2. In addition, any change of address or name also requires an Agency Contract Representative form to be submitted to Business Management Bureau as stated in Exhibit D, Article XVII.

C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, Multipurpose Senior Services Program Bureau, 2880 Gateway Oaks, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.

D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

ARTICLE XVII. DEPARTMENT CONTACT (Continued)

B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contract Representative form to CDA's Business Management Bureau (BMB). This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from CDA's BMB.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its subcontractors/vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption of Computing Devices

The Contractor, and its subcontractors/vendors, are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its subcontractors/vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.

2. The Contractor, and its subcontractors/vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. The Contractor, and its subcontractors/vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

5. The Contractor and its subcontractors/vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. The Contractor, and its subcontractors/vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor's employees, subcontractors/vendors, and volunteers handling confidential, sensitive and/or personal identifying information

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

must complete the required CDA Security Awareness Training module within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, subcontractor, vendor or volunteer's employment and annually thereafter.

2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that subcontractors/vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or are reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its subcontractors/vendors, must comply with CDA's security incident reporting procedure.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its subcontractors/vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its subcontractors/vendors, shall apply security patches and upgrades in a timely manner and keep virus software up to date on all systems on which State data may be stored or accessed.

J. Electronic Backups

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

The Contractor, and its subcontractors/vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its subcontractors/vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its subcontractors/vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.

2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.

3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying waiver

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

participant information authorized by the participant or summary program information which is not waiver participant specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration.

3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible waiver participant population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

   The group-needs assessment shall take into account the following four (4) factors:

   a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

   b. Frequency with which LEP individuals come in contact with the program.

   c. Nature and importance of the services provided.

   d. Local or frequently used resources available to the Contractor.

   This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:

   a. Methodologies used.

   b. The linguistic and cultural needs of non-English speaking or LEP groups.

   c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

   a. Interpreters or bilingual providers and provider staff.

   b. Contracts with interpreter services.

   c. Use of telephone interpreter lines.

   d. Sharing of language assistance materials and services with other providers.

   e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.

   f. Referral to culturally and linguistically appropriate community service programs.

3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible waiver participant population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

in-home visits.
[22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement.
[22 CCR 98310]

4. The Contractor shall notify its employees of waiver participants' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]

5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP waiver participants. [22 CCR 98310]

2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]

3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]

3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

ARTICLE I. SUBCONTRACTING PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

A. Contractor shall ensure that all subcontractors of Waiver Services complete a CDA-approved Vendor Application.

B. Contractor shall ensure that the subcontractor's selection process is based upon equitable criteria that provides for adequate publicity, screens out unqualified subcontractors who would not be able to provide the needed services and provide for awards to the lowest responsible and responsive bidder(s) as defined in California State Contracting Manuals.

C. Subcontracts for Purchased Waiver Services shall consist of standard format language consistent with this Agreement.

D. Subcontracts shall require all subcontractors to report immediately in writing to the Contractor any incidents of fraud or abuse to waiver participants, in the delivery of services, and/or in subcontractors' operations.

E. Contractor shall require all subcontractors to comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate requirements in Exhibit F, as it appropriately relates to services rendered.

F. Contractors shall ensure all subcontractors comply with Electronic Visit Verification (EVV) requirements pursuant to federal and state law. The Contractor will provide EVV program monitoring, subcontractor training, ongoing subcontractor technical support, assistance with subcontractor compliance enforcement, and perform follow-up. Contractor will incorporate EVV requirements as part of their respective agreements involving applicable MSSP subcontractors. Updated guidance may be obtained through DHCS, the state department overseeing EVV implementation.

G. The Contractor shall make timely payments to its subcontractors under this Agreement.

ARTICLE II. RECORDS PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

Waiver Participant records are to be kept as long as the case is open and active. Following case termination, waiver participant records will be maintained for a period of seven (7) years following case closure, or for a longer period if deemed necessary by CDA. A longer period of retention may be established by individual sites.

ARTICLE III. PROPERTY PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years.

ARTICLE IV. AUDIT REQUIREMENT PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

A. Unless prohibited by law, the cost of audits completed in accordance with provisions of Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principal circulars.

B. The Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act.

C. CDA and DHCS shall have access to all audit reports of Contractors and have the option to perform audits and/or additional work, as needed.

D. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.

E. The Contractor shall include in its contract with an independent auditor a clause permitting access by the State to the work papers of the independent auditor.

F. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.

G. The Contractor shall cooperate with, and participate in, any further audits which may be required by DHCS.

H. The Contractor agrees that CDA, DHCS, the Department of General Services, the California State Auditor, or their designated representative shall, at all times, have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment unless a longer period of records retention is required and until after CDA's Audits and Risk Management Branch has completed an audit. The Contractor agrees to provide CDA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Government Code, Section 8546.7 et seq. Further, the Contractor agrees to include a similar right of CDA and DHCS to audit records and interview staff in any subcontract related to performance of this Agreement. [Cal. Gov. Code § 8546.7, Cal. Pub. Con. Code 10115 et seq.], [CCR Title 2, Section 1896]

I. The Catalog of Federal Domestic Assistance Number is 93.778, Grantor Medical Assistance Program.

ARTICLE V. TERMINATION OBLIGATIONS SPECIFIC TO THIS MSSP AGREEMENT

A. After CDA's Notice of Termination or the Contractor's Notice of Intent to Terminate (pursuant to Exhibit D, Article XII of this Agreement) and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Take immediate steps to ensure the health and safety of waiver participants in MSSP managed by the Contractor. Contractor agrees to refer MSSP waiver participants to other local resources.

2. Maintain staff to provide services to waiver participants during the course of waiver participant transition.

3. Deliver updated waiver participant records to the subsequent MSSP contractor or as directed by CDA.

4. With assistance from CDA, develop a written Transition Plan to locate alternative services for each waiver participant through another MSSP site or community agency in accordance with this Agreement.

5. Be responsible for providing all necessary waiver participant services until termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to waiver participants prior to such expiration or termination.

6. Submit a full accounting and closeout of the Contractor's existing budget.

7. Place no further subcontracts/vendor agreements for materials, or services, except as necessary to complete the continued portion of the Contract.

8. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts/vendor agreements (the approval or ratification of which will be final for purposes of this clause).

9. Submit a Transition Plan as specified in Article VII of this Exhibit.

ARTICLE VI. INFORMATION INTEGRITY AND SECURITY PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

A. Contractor acknowledges that it has been provided a copy of the Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement between CDA and DHCS ("Exhibit F"). Contractor, and its subcontractors/vendors, agrees that it must meet the requirements imposed on CDA, and all applicable provisions of HIPAA,

ARTICLE VI. INFORMATION INTEGRITY AND SECURITY PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule, including the requirement to implement reasonable and appropriate administrative, physical, and

B. technical safeguards to protect Protected Health Information (PHI) and Personal Information (PI), as specified in Exhibit F.

C. Contractor, and its subcontractors/vendors, agrees that any security incidents or breaches of unsecured PHI or PI will be immediately reported to CDA as described in CDA's Security Incident Reporting Procedures and to DHCS in the manner described in Exhibit F.

ARTICLE VII. TRANSITION PLANS SPECIFIC TO THIS MSSP AGREEMENT

A. The Contractor shall submit a transition plan to CDA within fifteen (15) days of delivery of the written Notice to Terminate the Contract (pursuant to Exhibit D, Article XII of this Agreement). The Transition Plan must be approved by CDA and shall, at a minimum, include the following:

1. A current waiver participant count and identifying waiver participant information upon request.

2. A description of how waiver participants will be notified about the change in their MSSP provider.

3. A plan to communicate with other MSSP sites, local agencies and advocacy organizations that can assist in locating alternative services for MSSP waiver participants.

4. A plan to inform community referral sources of the pending termination of this MSSP contract and what alternatives, if any, exist for future referrals.

5. A plan to evaluate the health and safety of waiver participants in order to assure appropriate placement.

6. A plan to transfer confidential waiver participant records to a new contractor or care management agency.

7. A plan to maintain adequate staff to provide continued care to MSSP waiver participants through the term of the Contract.

8. A full inventory and plan to dispose or, transfer, or return to CDA all property purchased during the entire operation of the Contract.

ARTICLE VII. TRANSITION PLANS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

9. Additional information as necessary to affect a safe transition of waiver participants to other MSSP or community care management programs.

B. The Contractor shall implement the Transition Plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the Transition Plan.

C. If the Contractor fails to provide and implement a transition plan as required by Section A of this Article, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Contractor's Notice of Termination.

D. Phase-out Requirements for this Agreement:

1. Consist of the processing, payment, and monetary reconciliation necessary to pay claims for Waiver Services.

2. Consist of the resolution of all financial and reporting obligations of the Contractor. The Contractor shall remain liable for the processing and payment of invoices and other claims for payment for Waived Services and other services provided to waiver participants pursuant to this Contract prior to the expiration or termination. The Contractor shall submit to CDA all reports required.

3. Require all data and information provided by the Contractor to CDA to be accompanied by a letter, signed by the responsible authority, certifying, under penalty of perjury, to the accuracy and completeness of the materials supplied.

ARTICLE VIII. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP AGREEMENT

A. The Contractor shall submit to the State written reports, on a format prescribed by the State, as follows:

1. Quarterly Status Reports

a. Reports are due no later than the 30th of the month, following the close of the quarter unless otherwise specified by CDA.

b. Reports are a snapshot of each quarter and shall include an overview of significant developments during the report period, identified problems, and solutions. The report narrative should be concise and informative. The subject areas to be addressed are:

- Care Management Staffing – Including the Full Time Equivalent (FTEs) for each position and staffing ratio. Also including staff exemptions and self-certification of staff meeting program requirements

ARTICLE VIII. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

- Care Management Activity – Including staff turnover, training, quality assurance, waiver participant grievances and Fair Hearings, Critical Incident reporting, internal/external program reviews and corrective action plans, waiver participant satisfaction surveys, policy changes, and contract compliance regarding contracted caseload

- Management Information System – Problems/issues with the Medi-Cal fiscal intermediary billing system and Medi-Cal fiscal intermediary technical support

- Monthly active waiver participant count

- Staff Roster

- Self-Certified Training

- Wait List – Including the number of potential MSSP participants waiting for enrollment

- Critical Incident Reporting – Report is used for the entire fiscal year and is submitted quarterly for review by CDA. The report shall include all critical incidents and the status should be updated in each quarter for any previously listed incidents. The comments section should be concise, but informative, and provide detail of the incident that occurred with actions or interventions placed with corresponding dates.

- Fiscal Reporting – Expenditure data by budget category and receivables by budget category

2. Ad Hoc Reports

The Contractor shall submit Ad Hoc Reports as may be required from time to time by CDA. Typical subject areas may include, but are not limited to:

a. General site operations
b. Facility and equipment
c. Emergency care and response
d. Availability of care
e. Waiver participant satisfaction
f. MIS operations
g. Administrative procedures
h. Database

ARTICLE VIII. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

i. Possible noncompliance with this Agreement
j. Fiscal year closeout

3. Fiscal Closeout Reports

As part of the closeout procedures for this contract, the Contractor shall submit a closeout package which must include the following documents:

a. Final Accounting Reconciliation
b. Closeout Budget
c. Fiscal Summary Report for the State

CDA will transmit specific closeout instructions, including the Closeout Report due dates.

4. Monthly active waiver participant count

Reports are due on the 5th working day of each month, unless otherwise specified by CDA.

B. The Contractor, at its discretion, may at any time prepare and submit reports and correspondence to CDA summarizing problems and concerns.

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

   4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

   4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

   7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

   7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 **Complete Report**. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 **Notification of Individuals**. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 **Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 **DHCS Contact Information**. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 **Disclaimer**. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. **Amendment**.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

23.3 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Section	07 - County of San Diego, Aging and Independence Services	Fiscal Site	687	Date Submitted to CDA-MSSP	15-Apr-25

Fiscal Year 2025-26

A. Care Management

Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
1	SWCM	Salazar	$88,982	0.000%	1.000	$88,982
2	SWCM	Stonier	$88,982	0.000%	1.000	$88,982
3	SWCM	Richardson	$88,982	0.000%	1.000	$88,982
4	SWCM	Rollins	$88,982	0.000%	1.000	$88,982
5	SWCM	Alvarez	$88,982	0.000%	1.000	$88,982
6	SWCM	Ellis	$88,982	0.000%	1.000	$88,982
7	SWCM	Pacheco	$88,982	0.000%	1.000	$88,982
8	SWCM	Walsh	$88,982	0.000%	1.000	$88,982
9	SWCM	Framrose	$88,982	0.000%	1.000	$88,982
10	SWCM	Martin	$88,982	0.000%	1.000	$88,982
11	SWCM	Hsu	$88,982	0.000%	1.000	$88,982
12	NCM	Tran (Gu)	$113,173	0.000%	1.000	$113,173
13	NCM	Ringoot	$113,173	0.000%	1.000	$113,173
14	NCM	Cortez	$113,173	0.000%	1.000	$113,173
15			$0	0.000%	0.000	$0
16			$0	0.000%	0.000	$0
17			$0	0.000%	0.000	$0
18			$0	0.000%	0.000	$0
19			$0	0.000%	0.000	$0
20			$0	0.000%	0.000	$0
21			$0	0.000%	0.000	$0
22			$0	0.000%	0.000	$0
23			$0	0.000%	0.000	$0
24			$0	0.000%	0.000	$0
25			$0	0.000%	0.000	$0
26					Subtotal Care Management Salaries	$1,316,321
27	Total Care Management (CM) FTE	14.00			Care Management Benefits	$886,282
28	Ratio	49.1				
29	**Total Care Management**			% Budget	60%	$2,203,603

B. Care Management Support/Administration

Salaries

Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
30	Site Director	Ramirez	$128,669	0.000%	0.500	$64,335
31	SCM	Klein	$102,190	0.000%	1.000	$102,190
32	SCM	Lacuesta	$102,190	0.000%	1.000	$102,190
33	Office Assistant	Vacant	$48,984	0.000%	1.000	$48,984
34	Sr Office Assistant	Cordes	$60,050	0.000%	1.000	$60,050
35	Account Clerk Specialist	Latif	$51,230	0.000%	0.750	$38,423
36	Staff Accountant	De Guzman	$74,672	0.000%	0.750	$56,004
37			$0	0.000%	0.000	$0
38			$0	0.000%	0.000	$0
39			$0	0.000%	0.000	$0
40			$0	0.000%	0.000	$0
41			$0	0.000%	0.000	$0
42			$0	0.000%	0.000	$0
43			$0	0.000%	0.000	$0
44			$0	0.000%	0.000	$0
45			$0	0.000%	0.000	$0
46			$0	0.000%	0.000	$0
47			$0	0.000%	0.000	$0
48					Subtotal CMS/Administration Salaries	$472,175
49					CMS/Administration Benefits	$319,044
50	Total CMS/Administration FTE	6				
51					Total CMS/Administration Salaries	$791,219

Operating Costs

52	Consultation, Professional Services		$2,000
53	Facility, Rent & Operations		$0
54	Equipment Cost equal to or greater than $5,000 per Unit (Any Computing Equipment regardless of Cost)		$0
55	Equipment, Maintenance & Rental Costs; Supplies		$12,000
56	Travel (In & Out of State)		$0
57	Training without Associated Travel Costs		$0
58	Subscriptions, Membership Dues		$11,679
59	Insurance		$0
60	Information Technology		$100,000
61	Employee Auto Mileage		$28,644
62			$0
63	Indirect Costs (Indirect Costs/Base) - 15% maximum	0%	$0
64	Base = Salaries & Benefits	$2,994,822	
65	Communication (Cell Phone_ Postage & Internet (Printing)		$30,000
66			$0
67		Total CMS/Administration Operating Costs	$184,323
68	**Total CMS/Admin**	% Budget 27%	$975,542

C. Waived Services

69	**Total Waived Services**	% Budget 14%	$500,427

D. Total Budget Amounts

70	**Fiscal Year Total Allocation**	$3,679,572

By completing Part I, I understand that this is an electronic signature and by checking the box I certify that all the provided information is believed to be accurate, reliable and complete to the best of my knowledge and ability to confirm it.

Full Name	Title	Date	Check box to indicate agreement with information provided in report.
Lourdes Ramirez	Site Director	April 15, 2025	☑

For CDA Use Only

Approved by:

Poonam Deo — Analyst Signature

4/24/2025 — Date

San Diego County Aging & Independence Services

91901	91948	92028	92075	92117
91902	91950	92029	92078	92118
91903	91951	92030	92079	92119
91905	91962	92033	92081	92120
91906	91963	92036	92082	92121
91908	91976	92037	92083	92122
91909	91977	92038	92084	92123
91910	91978	92039	92086	92124
91911	91979	92040	92088	92126
91912	91980	92046	92091	92127
91913	91990	92054	92092	92128
91914	92003	92055	92093	92129
91915	92004	92056	92101	92130
91916	92007	92057	92102	92131
91917	92008	92058	92103	92133
91931	92009	92059	92104	93134
91932	92010	92060	92105	92135
91933	92011	92061	92106	92136
91934	92014	92064	92107	92138
91935	92019	92065	92108	92139
91941	92020	92066	92109	92140
91942	92021	92067	92110	92143
91943	92022	92068	92111	92145
91944	92024	92069	92113	92147
91945	92025	92070	92114	92152
91946	92026	92071	92115	92154
91947	92027	92072	92116	92155

MS-2526-07

San Diego County Aging & Independence Services

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EXHIBIT A, Attachment 1
General Information

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number MS-2526-07.

2. The number of client slots per month shall be 687.

3. The services shall be performed in the catchment area zip codes listed in Exhibit G.

4. The services shall be provided as needed.

5. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: County of San Diego
Name: MSSP Operations Manager	Name: Cynthia Mayfield
Section/Unit: MSSP	Section/Unit: MSSP/Aging & Independence Services
Address: 2880 Gateway Oaks Dr., Ste 200 Sacramento, CA 95834	Address: P.O. Box 23217 San Diego, CA 92193-3217
Phone: (916) 419-7561	Phone: (858) 505-6504
Email: MSSPservice@aging.ca.gov	Email: cynthia.mayfield@sdcounty.ca.gov

Direct all contract document inquiries to:

State Agency: California Department of Aging	Contractor: County of San Diego
Section/Unit: Subvention and Local Assistance Contracts Section	Section/Unit: MSSP/Agin and Independence Services
Attention: Andrew Reel, Analyst	Attention: Lourdes Ramirez
Address: 2880 Gateway Oaks Dr., Ste 200 Sacramento, CA 95834	Address: P.O. Box 23217 San Diego, CA 92193-3217
Phone: (916) 272-0469	Phone: (858) 495-5560
Email: BMBSubvention@aging.ca.gov	Email: lourdes.ramirez@sdcounty.ca.gov

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

HEALTH AND HUMAN SERVICES AGENCY
1600 PACIFIC HIGHWAY, ROOM 206, SAN DIEGO, CALIFORNIA 92101-2417
(619) 515-6555

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF
ADMINISTRATIVE OFFICER

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

July 30, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

COSD CLERK OF THE BOARD
2025 AUG 12 AM 9:24

FROM: Kimberly Giardina, DSW, MSW, Deputy Chief Administrative Officer
Health and Human Services Agency

MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY (HHSA) BEHAVIORAL HEALTH SERVICES (BHS) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH

- **Action Requested:**
  Clerk of the Board of Supervisors' signature on Memorandum of Agreement (MOA).

- **Background and Expected Outcome:**
  Effective July 1, 2024, Assembly Bill 1051 requires the Mental Health Plan (MHP) in the county of original jurisdiction for a Medi-Cal eligible foster child or youth under 21 years of age to maintain responsibility for the arrangement of Specialty Mental Health Services (SMHS) when the foster child or youth is placed out of the county in a group home, community treatment facility, children's crisis residential program or short-term residential therapeutic program.

  This new MOA between HHSA BHS and Riverside University Health System - Behavioral Health establishes an agreement in which the county of original jurisdiction will reimburse for SMHS to the MHP in the county of residence where the foster child is placed within 30 days of notice in accordance with AB 1051. The MHP in the county of residence will ensure the provider meets all Medi-Cal regulations, including documentation requirements for SMHS and Medi-Cal certification. The MHP in the county of original jurisdiction will reimburse Medi-Cal eligible specialty mental health services to the county of residence with the portion not covered by Medi-Cal drawdown where the foster child or youth is placed in a group home, community treatment facility, children's crisis residential program or short-term therapeutic treatment program.

This MOA will be effective upon both parties signing and shall continue until the MOA is terminated with or without cause, by either MHP, upon providing at least 30 calendar days advance notice.

Should you have any questions or concerns, please contact Erin Murphy by email at Erin.Murphy@sdcounty.ca.gov or phone at (619) 508-3643.

KIMBERLY GIARDINA, DSW, MSW
Deputy Chief Administrative Officer
Health and Human Services Agency

KG:em
Attachment

Request for Approval of Revenue Contract or Grant

Not exceeding $250,000 Annually

(Per County Admin. Code Section 123 & Board Policy B-29

Date:	03/11/2025	Department:	Behavioral Health Services		
Contract Begin Date:	07/01/2024	End Date:	06/30/2029	Grant:	No
*Oracle Award #:	506138	Org #:	45290	Amount:	250,000.00
Contact Person:	Erin Murphy	Phone #:	(619)508-3643		
Contracting Agency/Grantor:	~~County of San Diego~~ Riverside University Health System - Behavioral Health				
Description:	AB 1051 PT MOA between County of San Diego and Riverside University Health System - Behavioral Health Services				

☑ The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs.

Department Approval: Nadia Privara Digitally signed by Nadia Privara Date: 2025.07.21 16:51:19 -07'00' Date:

Approved By:

Group Finance Director:		Date:	8/5/25
County Counsel:		Date:	03/26/2025
Chief Administrative Officer:		Date:	08/06/25
Office of Financial Planning:		Date:	8/11/2025

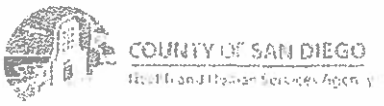
* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board Supervisors
- Revenue or Grant Agreement

OFP USE ONLY

Init: TK OFP#: 26-15



MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (SD County) by and through its Health and Human Services Agency (HHSA) Behavioral Health Services (BHS) and Riverside University Health System - Behavioral Health. The parties to this agreement may be referred to herein collectively as the "parties" or individually as a "party".

Recitals

WHEREAS, San Diego, HHSA, BHS provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for STRTP, CTF, GH or CCRP placement related services to its clients.

WHEREAS, Riverside University Health System - Behavioral Health provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for STRTP, CTF, GH or CCRP placement related services to its clients.

WHEREAS, effective July 1, 2024, Assembly Bill (AB) 1051 requires the Mental Health Plan (MHP) in the county of original jurisdiction for a Medi-Cal eligible foster child or youth under 21 years of age to maintain responsibility for the arrangement of Specialty Mental Health Services (SMHS) when the foster child or youth is placed out of the county in a group home (GH), community treatment facility (CTF), children's crisis residential program (CCRP) or short-term residential therapeutic program (STRTP).

WHEREAS, when the presumptive transfer of Medi-Cal does not apply to a youth, the responsibility to arrange and pay for SMHS will remain with the MHP in the county of original jurisdiction and the out-of-county placements or admissions should not disrupt continuity of care or adversely impact timely payment.

WHEREAS, the parties receive funds for the provision of certain Title 9 diagnostic brief treatment Specialty Mental Health Services including Assessment, Plan Development, Therapy (Individual, Group, Family), Rehabilitation Services including Intensive Home Based Services (IHBS), and Therapeutic Behavioral Services (TBS), Targeted Case Management including Intensive Care Coordination (ICC), Medication Support Services, Crisis Intervention, Day Rehabilitation, and Day Treatment Intensive services to their respective clients.

WHEREAS, the parties desire to establish an agreement between the MHPs, in which the MHP in the county of original jurisdiction (county in which the child/youth was removed from the care of their parent) will reimburse for SMHS to the MHP in the county of residence (county in which the child/youth resides) where the foster child or youth is placed in a GH, CTF, CCRP, or STRTP, within 30 days of notice in accordance with AB 1051 and Welfare and Institutions Code Section 14717.25(c)(2)

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of Agreement:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its representatives at any time by notifying the other parties in writing of such change and listing its effective date.

County of San Diego, HHSA-BHS	Riverside University Health System - Behavioral Health
Charity White-Voth, LCSW, Deputy Director, Programs and Services (619) 701-5067 Charity.White-Voth@sdcounty.ca.gov Erin Murphy, LMFT, Behavioral Health Program Coordinator (619) 508-3643 Erin.Murphy@sdcounty.ca.gov	Janine Moore, Deputy Director Children's and Transitional Age Youth Programs (951) 358-7348 JMoore@ruhealth.org

2. **Parties' Responsibilities:**

   2.1. **MHP in the County of Original Jurisdiction will:**

   2.1.1. Reimburse the MHP in the county of residence for any expense incurred for the provision of SMHS related to the Medi-Cal eligible foster child or youth under 21 years of age.

   2.1.2. Appoint a liaison to receive information related to the foster child or youth receiving SMHS at the county of residence's GH, CTF, CCRP or STRTP.

   2.1.3. Approve the frequency and duration of the SMHS and work collaboratively with the MHP in the county of residence to reassess the foster child or youth's need for service at the end of the treatment period.

   2.1.4. MHP partner placing agency will notify the MHP that will be responsible for providing, arranging, and paying for their SMHS of the child or youth. If notification prior to placement is not possible, the placing agency shall notify the responsible MHP within 3 days of the date the youth was placed.

   2.2. **MHP in the County of Residence will:**

   2.2.1. Initiate the introduction between MHP in the county of original jurisdiction with the MHP in the county of residence's GH, CTF, CCRP or STRTP provider.

   2.2.2. Immediately notify the MHP in the county of original jurisdiction of any change of status with the MHP in the county of residence's GH, CTF, CCRP or STRTP provider.

   2.2.3. In the event, COJ-MHP is unable to obtain clinical information directly from the contracted SMHS provider, the COR-MHP shall obtain the required documentation from the contracted SMHS provider to provide clinical documentation, as requested.

   2.2.4. COR-MHP shall coordinate with COJ-MHP whenever SMHS are required that are not provided by the primary placement.

   2.2.5. Provide a summary of services, including mode and service function codes, number of units, and cost.

2.2.6. Invoice the MHP in the county of original jurisdiction for all Medi-Cal eligible services for SMHS reimbursement in accordance with Section 2.5 – Invoicing and Payment.

2.2.7. Coordinate SMHS with GT, CTF, CCRP or STRTP provider as follows:

2.2.7.1. Direct provider to communicate with liaison for the MHP in the county of original jurisdiction to determine that the foster child or youth's symptoms continue to demonstrate the need for SMHS.

2.2.7.2. Ensure the provider has the proper treatment authorization from the MHP in the county of residence once prior approval is granted from the county of original jurisdiction for any ancillary services.

2.2.7.3. Inform the provider that any information related to the client be conveyed directly to the MHP in the county of original jurisdiction.

2.2.7.4. Ensure the provider meets all Medi-Cal regulations, including documentation requirements for SMHS and Medi-Cal certification.

2.2.7.5. Ensure the provider's progress notes describe how services provided reduced the impairment(s), restored functioning, or prevented significant deterioration in an important area of life functioning as outlined in the approved client plan. Each note must describe the interventions applied, the client's response, the location and the date of the encounter, the total time taken to provide services, and the signature and degree or license of the SMHS provider and date.

2.2.7.6. Ensure the provider cooperates in the transfer of the client to the MHP in the county of original jurisdiction for any continued services after the completion of authorized treatment plan.

2.3. **Parties Joint Responsibilities:**

2.3.1. MHPs will adhere to AB 1051 provisions that address placement, notifications, payment provisions and data reporting requirements.

2.4. **Reimbursement:**

2.4.1. MHP in the county of original jurisdiction will reimburse Medi-Cal eligible SMHS to the county of residence at the DHCS SMHS Rate of the county of residence where the foster child or youth is placed in a GH, CTF, CCRP, or STRTP.

2.4.2. MHP in the county of residence shall bill directly to DHCS for Medi-Cal billable services and receive and retain the federal funding share (Federal Financial Participation) payment from DHCS. MHP in county of original jurisdiction will reimburse the MHP in the county of residence the local match requirement based on the contracted rate as indicated on 835 files.

2.4.2.1. **See link for DHCS rates for all Counties:**

https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-main.aspx

2.5. **Invoicing and Payment:**

2.5.1. MHP in the county of residence shall invoice the MHP in the county of original jurisdiction on a quarterly basis.

2.5.2. The invoice must include sufficient details and documentations for verification, including CPT or HCPCS codes, provider types, service modalities, billable units, rates, total amounts, FFP and local match information.

2.5.3. Provider invoice shall include the following language:

> I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and /or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.

2.5.4. MHP in the county of residence shall be entitled to payment only upon County of original jurisdiction approval of a correct and substantiated invoice, Payment terms are, unless otherwise specified by MHP in the county of original jurisdiction, thirty (30) days from the: (i) County receipt of a correct and substantiated invoice, and (ii) County receipt all substantiating information.

3. **Indemnity:**

3.1. **Indemnity Claims Arising from the Sole Acts or Omissions of a Party:** Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, elected officials, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

3.2. **Indemnity Claims Arising from Concurrent Acts or Omissions:** The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 3.3 below.

3.3. **Indemnity Joint Defense and Reimbursement and Reallocation:** Notwithstanding paragraph 3.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

4. **Insurance:** Each Party must obtain at its own cost and expense and keep in force and effect during the term of this Contract, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such party hereunder. Minimum policy limits maintained by any Party shall in no way limit the Party's indemnification obligations.

5. **Conformance with Rules and Regulations:** All parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

6. **Permits and Licenses:** Each party certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other party, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. Each party reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

7. **Governing Law:** This agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

8. **Third Party Beneficiaries Excluded:** This agreement is intended solely for the benefit of the parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this agreement any rights whatsoever regarding the performance of this agreement. Any attempt to enforce provisions of this agreement by third parties is specifically prohibited.

9. **Amendments to Agreement:** Any party may propose amendments to this agreement by providing written notice of such amendments to the other party. This agreement may only be amended by a written amendment signed by all parties.

10. **Severability:** If any terms or provisions of this agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the maximum extent permitted by law.

11. **Full Agreement:** This agreement represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.

12. **Scope of Agreement:** This agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this agreement.

13. **Counterparts:** This agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

14. **Information Privacy and Security Provisions:**

14.1. Recitals. This Article is intended to protect the privacy and security of County information that Provider may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, Provider shall be in compliance with the following rules, regulations, and agreements, ***as applicable***:

14.1.1. Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"

14.1.2. County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website Article 14 (sandiegocounty.gov) including:

14.1.2.1. For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;

14.1.2.2. For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;

14.1.2.3. For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;

14.1.2.4. For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;

14.1.2.5. For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and

14.1.2.6. For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.

14.1.3. Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.

14.2. Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.

14.2.1. "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.

14.2.2. "Business Associate," when applicable, shall mean the Provider.

14.2.3. "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.

14.2.4. "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.

14.2.5. "Covered Entity," when applicable, shall mean the County.

14.2.6. "Security incident" shall have the same meaning as defined by the State Agreements.

14.3. Responsibilities of Provider.

14.3.1. Use and Disclosure of County PHI/PI/PII. Provider shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Provider may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.

14.3.2. Safeguards. Provider shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII

14.3.3. Mitigation. Provider shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.

14.3.4. Subcontractors. Provider shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Provider under this Article.

14.3.5. Cooperation with County.

14.3.5.1. Provider shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.

14.3.5.2. Provider will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.

14.3.6. Breach Reporting. Provider shall report breaches and suspected security incidents to County, to include:

14.3.6.1. Initial Report.

14.3.6.1.1. Provider shall email County Contracting Officer's Representative and HHSA Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.

14.3.6.1.2. Provider shall email Contracting Officer's Representative and HHSA Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.

14.3.6.1.3. Provider shall additionally submit an online County "Privacy Incident Report" through the online portal within one (1) business day for all breaches and suspected security incidents.

14.3.6.2. Investigation Report. Provider shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" online form.

14.3.6.3. Notification. Provider will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve

the time, manner and content of any such notifications before notifications are made.

14.3.7. Designation of Individuals. Provider shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.

14.3.8. Termination. Upon termination of the Agreement for any reason, Provider shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Provider to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Provider shall extend the protections of this Article to such County PHI/PII/PI for so long as Provider maintains such County PHI/PII/PI.

15. **Notices:** All notices or demands required or permitted to be given or made under this MOA shall be in writing and delivered via electronic mail addressed to the authorized administrative representatives for the parties as identified in Paragraph 1 (Administration of Agreement).

16. **Conflict Resolution:** Any disputes between the MHPs, regarding the performance of services reflected in this MOA will be brought to the attention of San Diego HHSA BHS or designee, and the Director of **Riverside University Health System - Behavioral Health** or designee. It shall be resolved by the mutual agreement between the Director of San Diego HHSA BHS, or designee, and the Director of **Riverside University Health System-Behavioral Health** or designee, and the decision will be final. If a mutual resolution cannot be achieved, either MHP may decide to terminate this MOA, per the terms in Paragraph 18 (Termination).

    MHP in the county of original jurisdiction is responsible for paying for SMHS only. The placing agency of the county of original jurisdiction is responsible for confirming Medi-Cal eligibility prior to placement. The MHP of the county of original jurisdiction is responsible for confirming Medi-Cal eligibility prior to finalizing the payment agreement. If the SMHS provider in the county of residence deems that the client is not Medi-Cal eligible at the point of, or immediately following, the delivery of SMHS, the provider must notify the placing agency in the county of original jurisdiction and the MHP in the county of original jurisdiction for resolution prior to submitting the invoice for reimbursement.

17. **Term:** This agreement shall become effective on the date all parties have signed this agreement and be in force until 6/30/29 in accordance with the terms of this MOA.

18. **Termination:** This MOA may be terminated with or without cause, by either MHP, upon providing at least 30 calendar days' advance written notice to the other MHP. Any written notice of termination shall state the future date that the termination shall become effective.

19. ***Live Well San Diego* Vision:** The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and providers, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a

region in which residents can enjoy the highest quality of life. Information about the *Live Well San Diego* can be found on its website dedicated to the vision: http //www LiveWellSD org

20. **A Trauma-Informed System:** The County of San Diego Health and Human Services Agency (HHSA) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency. Trauma-Informed Principles include:
    - Understanding trauma and its impact to individuals.
    - Promoting safety.
    - Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.
    - Supporting consumer empowerment, control, choice, and independence.
    - Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures).
    - Demonstrating trustworthiness and transparency.
    - Integrating services along the continuum of care.
    - Believing that establishing safe, authentic, and positive relationships can be healing.
    - Understanding that wellness is possible for everyone.

Remainder of this page is intentionally left blank.

COUNTY OF SAN DIEGO
Health and Human Services Agency

County of San Diego

Dated: 8/12/25

By: _____
ANDREW POTTER
Clerk of The Board of Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL
BY Katherine Hart
SENIOR DEPUTY COUNTY COUNSEL

Riverside University Health System - Behavioral Health

Dated: _____

By: Matthew Chang Digitally signed by Matthew Chang Date: 2025.07 10 16:42:28 -07'00'
MATTHEW CHANG, MD
Behavioral Health Director

County Counsel
Approved As To Form:

By: Gregg Gu Digitally signed by Gregg Gu Date: 2025.05.21 08:45:51 -07'00'
Deputy County Counsel

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 8/12/25
Deputy Clerk of the Board Supervisors

COSD CLERK OF THE BOARD
2025 AUG 4 PM1:33

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

July 28, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION OF MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES CAPITOL POLICE AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is a memorandum of agreement with the United States Capitol Police and the County of San Diego Sheriff's Office, for law enforcement services. The exact start date will be upon signature of the Clerk of the Board and will terminate five years later.

The value of this contract will not exceed $249,999. The exact amount will be determined by the amount of cost for actual usage.

Please execute and return one (1) copy of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Rina Molina
Mail Stop: O-41
Rina.Molina2@sdsheriff.gov

If you have any questions regarding this request, please contact Rina Molina at (858) 289-9905.

Andrew Strong
Deputy Chief Administrative Officer

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 7/28/25 Department: Sheriff

Contract Begin Date: 7/28/25 End Date: 7/28/2030 Grant: No

*Oracle Award #: 510029 Org #: 39590 Amount: $249,999.00

Contact Person: Rina Molina Phone #: (858) 289-9905

Contracting Agency/Grantor: United States Capitol Police

Description: Memorandum of agreement for law enforcement services.

☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Gapuz, Dane Digitally signed by Gapuz, Dane Date 2025 07 28 10:01:08 -07'00' Date: 07/28/2025

Approved By:

Group Finance Director: Karina Abalos Date: 7/30/25

County Counsel: Mark Day Date: 7/31/25

Chief Administrative Officer: Date: 7/30/25

Office of Financial Planning: Angelina Kennedy Date: 7/31/2025

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* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 26-11

San Diego County
SHERIFF'S DEPARTMENT
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Rina Molina, (858) 289-9905	MSB- Contracts Mgt. Procurement	July 28, 2025

Subject:
Memorandum of Understanding between United States Capitol Police and San Diego Sheriff's Office

To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Contracts Manager DG		X										
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group KG		X						X				
3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety		X						X				
4. Mark Day, Sr. Deputy County Counsel M.D.		X						X				
5. Toroshinia Kennedy, Office of Financial Planning		X						X				
6. Andrew Potter, Clerk of the Board AP		X						X				X
7.												
8.												
9.												
10												

COMMENTS:

Please email signed copy to Rina.Molina2@sdsheriff.gov and return one (1) signed copy of the agreement to Rina Molina, Contracts Division, Mail Stop: 041

Thank you.

SO 11 (06/03)

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

July 28, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

EXECUTION OF MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES CAPITOL POLICE AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

The County of San Diego through the Sheriff's Office, Law Enforcement Services Bureau, is entering into a memorandum of agreement with United States Capitol Police to provide law enforcement services. The exact start date will be upon signature of the Clerk of the Board and will terminate five years later.

The value of this agreement will not exceed $249,999.00. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions. After your approval, we will route the agreement for signatures.

This contract supports the Board of Supervisors' Safety Initiative of the County's Strategic Plan.

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz

Dane Gapuz, Manager
Sheriff's Contracts Division

MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES CAPITOL POLICE

Date: July 11, 2025

1. Parties	**1a.** San Diego County Sheriff's Office ***Herein "Partner Agency"***	**1b. United States Capitol Police**
2. Jurisdiction	**2a.** San Diego County	**2b.** The USCP is a federal law enforcement agency under the Legislative Branch of Government. It is the mission of the USCP to protect the Congress – its Members, employees, visitors, and facilities – so it can fulfill its constitutional and legislative responsibilities in a safe, secure and open environment.
3. Point of Contact (POC) • **Name** • **Title** • **Address** • **Email** • **Phone Number**	**3a.** James Emig Commander of Law Enforcement Services Bureau - Investigation Division 9621 Ridgehaven Ct. SD, CA 92123 James.Emigjr@sdsheriff.org (858) 974-2360	**3b.** Jeanita Mitchell Acting Assistant Chief of Police for Protective and Intelligence Operations United States Capitol Police 119 D Street, NE Washington, DC 20510 Jeanita.Mitchell@uscp.gov (C) 202-384-8720
IN WITNESS WHEREOF, the parties hereto have executed this MOU as follows		
4. Authorizing Officials • **Name** • **Title**	**4a.** Kelly Martinez Sheriff	**4b.** Michael G. Sullivan Chief of Police United States Capitol Police
5. Authorizing Officials' Signature	**5a.** Kelly A. Martinez Digitally signed by Kelly A. Martinez Date: 2025.07.11 14:26:57 -07'00'	**5b.**
6. Date of Authorizing Officials' Signature	**6a.**	**6b.** 7/18/2025

Terms & Conditions

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into by and between the United States Capitol Police ("USCP") and the Partner Agency, collectively referred to as the "Parties," for the purpose of reimbursing the Partner Agency for agreed upon law enforcement services.

II. BACKGROUND

The USCP Office of Protective and Intelligence Operations (P&IO) has the statutory requirement pursuant to 2 U.S.C. §1966 to protect the Members of Congress when security considerations so require. In order to fulfill this responsibility, P&IO requires augmentation of its capabilities in the form of law enforcement support within the Partner Agency's jurisdiction.

Approved as to form and legality
Mark Day
Mark Day, Sr. County Counsel

County of San Diego
Andrew Potter, Clerk of the Board

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: _____ Date: 8/4/25
Deputy Clerk of the Board Supervisors

III. PURPOSE

A. The purpose of this MOU is to set forth the terms by which the USCP will reimburse the Partner Agency for the protective services specified in Section IV(A), such services to commence on the date the MOU is fully executed. In instances in which Partner Agency services must be provided prior to full execution of this MOU, USCP will consider the return of this form with fields 1a, 2a, and 3a completed as a good faith effort to proceed towards full execution such that those services will be eligible for reimbursement once the MOU is finalized.

B. This MOU does not obligate the Partner Agency to provide resources at USCP's request.

C. This MOU does not obligate USCP to reimburse the Partner Agency for protective services provided without direct coordination with USCP.

D. This MOU is an agreement between the Parties and is not intended and should not be construed, to create or confer any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the Partner Agency, USCP, or any state, locality, or other entity.

IV. RESPONSIBILITIES OF THE PARTNER AGENCY UNDER THIS MOU

A. Upon request from USCP, and agreement by the Partner Agency, based on available resources, the Partner Agency shall provide support and enhancements to the USCP protective mission for Congressional events and/or USCP protective operations occurring in the Partner Agency's jurisdiction. Services may involve the expenditure of overtime by the Partner Agency. During the events and/or protective operations, the Partner Agency shall maintain routine communications with USCP leadership as necessary.

B. The Partner Agency agrees to provide the USCP with a summary of expenses incurred in connection with the Partner Agency's provision of services requested by the USCP, to include law enforcement services, equipment, and resources utilized on behalf of the USCP. This summary will be consistent with the format for record keeping provided by the USCP. The Partner Agency will direct correspondence related to reimbursement to USCP and no other party.

V. RESPONSIBILITIES OF USCP UNDER THIS MOU

A. The USCP agrees to provide the necessary funds due to the Partner Agency as part of this MOU between both parties. The USCP shall promptly pay all invoices submitted by the Partner Agency regarding services provided pursuant to this MOU.

B. The USCP agrees to bear its own costs in relation to this MOU.

VI. DURATION OF THIS MOU

This MOU will continue in force for a period of 5 years. Either party may terminate this MOU after giving 30 days' written notice to the other Party.

VII: FUNDING

No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. Reimbursements and expenditures under this MOU shall be subject to the USCP's budgetary processes and to the availability of funds.

VIII: SEVERABILITY

Nothing in this MOU shall be construed to conflict with current law. If a term of this MOU is inconsistent with such authority, that term shall be invalid to the extent of the inconsistency. The remainder of that term and all other terms of this MOU shall remain in effect.

IX: MODIFICATIONS

The terms and conditions of this MOU may only be modified by written agreement signed by both Parties.

X: MISCELLANEOUS

The Parties shall comply with all applicable laws, rules, and regulations.

XI: INDEMNIFICATION Federal law prohibits USCP from promising to indemnify Partner Agency to such an extent that USCP's liability would be indefinite, indeterminate, or potentially unlimited (31 U.S.C.§665 and 41 U.S.C. §11.) Under the Federal Tort Claims Act, however, the Federal Government is liable for the negligent or wrongful acts of its employees or agents. (28 U.S.C. §§ 1346(B), 2671-2680.) USCP agrees to process and pay all claims arising out of this MOU, to the full extent authorized under the Federal Tort Claims Act and any other applicable federal law, rule, or regulation.

COSD CLERK OF THE BOARD
2025 JUL 30 PM4:52

DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES
9325 HAZARD WAY, STE. 100, SAN DIEGO, CALIFORNIA 92123-1217
(858) 694-2739
FAX (858) 467-9697
http://www.sdcawm.org

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

July 9, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

VIA: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Ha Dang, Agricultural Commissioner/Sealer of Weights and Measures HD
Department of Agriculture, Weights and Measures

EXECUTION AND DISTRIBUTION OF COOPERATIVE AGREEMENT # 25-0209-000-SA WITH THE STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

Pursuant to San Diego County Administrative Code Section 123, this is Agriculture, Weights and Measures' (AWM) request to execute and ratify Cooperative Agreement # 25-0209-000-SA with the California Department of Food and Agriculture for mandated regulatory activities for the Organic Program from July 1, 2025, through June 30, 2026. This agreement specifies AWM to conduct mandated activities necessary to maintain statewide compliance. These activities protect the integrity of the organic agricultural industry, consumer confidence, and promotes economic opportunities to support the Community and Equity Strategic Initiatives in the County of San Diego's 2025-2030 Strategic Plan. The County will be reimbursed for not more than $81,625.00. The revenue contract does not fully fund the Organic program, and the associated unreimbursed costs promote activities that provide consumer protection and support the organic agricultural industry.

After executing the two enclosed originals, please keep one for your files and return one to:

Agriculture, Weights and Measures - Mail Stop O-1
Attention: Rolinda Gelacio

Please contact Deputy Agricultural Commissioner/Sealer, Jordan Key at (858) 614-7784 should you have any questions regarding this request. Thank you.

Enclosure: Agreement # 25-0209-000-SA

DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES
9325 HAZARD WAY, STE. 100, SAN DIEGO, CALIFORNIA 92123-1217
(858) 694-2739
FAX (858) 467-9697
http://www.sdcawm.org

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

July 9, 2025

TO: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Ha Dang HD
Agricultural Commissioner/Sealer of Weights and Measures

REQUEST FOR APPROVAL AND RATIFICATION OF A REVENUE AGREEMENT FOR THE STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE COOPERATIVE AGREEMENT NUMBER 25-0209-000-SA – ORGANIC PROGRAM

Enclosed for your approval and ratification, pursuant to County of San Diego Administrative Code Section 123, is a revenue agreement between the California Department of Food and Agriculture (CDFA) and the Department of Agriculture, Weights and Measures' (AWM) for mandated inspections, investigations, and enforcement activities for the Organic Program from July 1, 2025, through June 30, 2026. The County will be reimbursed for up to $81,625.00. This Agreement specifies AWM to conduct mandated regulatory activities necessary to maintain statewide compliance with the California Organic Food and Farming Act. These activities protect the integrity of the organic agricultural industry, consumer confidence, and promotes economic opportunities to support the Community and Equity Strategic Initiatives in the County of San Diego's 2025-2030 Strategic Plan. Board Policy B-29 mandates that departments seek to recover the full cost of all services provided to agencies or individuals outside the County of San Diego organization. Reimbursement by fees, contracts and grants will be for the full cost of all services, with certain exceptions approved by the Board. Ratification of the revenue agreement is also requested since the start date is expected to precede the execution of the agreement.

A. SERVICES: The services shall include, but not be limited to:

- Review and inspect new operations for compliance with the State Organic Program.
- Conduct random inspections for producers, handlers, processors, retail stores, Certified Farmers Markets, and swap meets to ensure compliance with the State Organic Program.
- Collect random commodity samples for pesticide residue analyses to ensure consumer protection and organic label integrity.
- Conduct complaint investigations to ensure compliance with programs standards and regulations and maintain the integrity of the State Organic Program.
- Perform increased retail inspection in underserved community to promote regional equity.

B. ALTERNATIVES: If this agreement is not approved, AWM is still mandated to perform the local enforcement of the California Organic Food and Farming Act (California Food and Agricultural Code Section 46000(b)) but will not receive any funding from CDFA.

C. FISCAL IMPACT: The revenue realized from this Agreement will not exceed $81,625.00. The revenue contract with CDFA will not offset all County costs including, but not limited to, administrative costs. The expected net County cost of $ 90,997.41_is supported by budgeted General Purpose Revenue in AWM as determined by the nature of the services. In accordance with Board Policy B-29, the Director of AWM certifies that the activities to be funded by this revenue contract would be worthy of County funding if external financing were unavailable.

D. AWARD NUMBER: The Auditor and Controller assigned 117217.

Please contact Deputy Agricultural Commissioner/Sealer Jordan Key at (858) 614-7784 should you have any questions regarding this request. Thank you.

HD:sl

Enclosure: Agreement # 25-0209-000-SA

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 7/08/25 Department: Agriculture, Weights and Measures

Contract Begin Date: 7/1/25 End Date: 6/30/26 Grant: No

*Oracle Award #: 117217 Org #: 48705 Amount: $81,625.00

Contact Person: Jordan Key Phone #: (858) 614-7784

Contracting Agency/Grantor: California Dept. of Food and Agriculture

Description: Revenue agreement with the California Department of Food and Agriculture -Organic Program

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☐ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☑ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Ha Dang Digitally signed by Ha Dang Date: 2025.07.14 09:27:51 -07'00' Date: 7/14/25

Approved By:

Group Finance Director: [signature] Date: 7-16-25

County Counsel: Justin Crumley Digitally signed by Justin Crumley Date: 2025.07.16 11:01:11 -07'00' Date:

Chief Administrative Officer: Jennifer.Lawson@sdcounty.ca.gov Digitally signed by Jennifer.Lawson@sdcounty.ca.gov Date: 2025.07.17 11:47:59 -07'00' Date:

Office of Financial Planning: Toroshinia.Kennedy@sdcounty.ca.gov Digitally signed by Toroshinia.Kennedy@sdcounty.ca.gov Date: 2025.07.30 16:02:24 -07'00' Date:

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* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 26-07

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
25-0209-000-SA

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

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

RECIPIENT'S NAME
COUNTY OF SAN DIEGO

Jerod Markley

Approved as to form and legality
Jerod Markley
Senior Deputy County Counsel

2. The Agreement Term is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: $81,625.00

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

Exhibit A: Recipient and Project Information	2 Pages
Exhibit B: General Terms and Conditions	5 Pages
Exhibit C: Payment and Budget Provisions	2 Pages
Attachments: Scope of Work and Budget	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF SAN DIEGO

BY *(Authorized Signature)*	DATE SIGNED
	7/31/25

PRINTED NAME AND TITLE OF PERSON SIGNING
Andrew Potter Clerk of the Board

ADDRESS
9325 Hazard Way, San Diego, California 92123-1217

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

NM

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 7/30/25
Deputy Clerk of the Board Supervisors

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
   The County will perform inspections according to the California Organic Food and Farming Act.

   Project Title: Organic Inspections

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Ha Dang
Division/Branch:	Inspection Services / Inspection and Compliance	Organization:	County of San Diego
Address:	1220 N Street	Address:	9325 Hazard Way
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Diego, CA 92123
Phone:	916-597-7328	Phone:	858-694-2778
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	ha.dang@sdcounty.ca.gov

3. The Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Rolinda Gelacio
Division/Branch:	Inspection Services / Inspection and Compliance	Organization:	County of San Diego
Address:	1220 N Street	Address:	9325 Hazard Way, Ste 100, MS01
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Diego, CA 92123
Phone:	916-597-7328	Phone:	858-414-7474
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	rolinda.gelacio@sdcounty.ca.gov

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

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

   This award ☐ does ☒ does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

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

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

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

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. **Invoicing and Payment**
   A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

   C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

   D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. **Allowable Expenses and Fiscal Documentation**
   A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

   B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

   C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

   D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

   E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

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

4. **Budget Contingency Clause**
If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

State Organic Program (SOP)
2025/2026 Scope of Work

REGISTRATION FEES

All organic registration applications (new, amended, and renewal) are approved by California Department of Food and Agriculture (CDFA) State Organic Program (SOP) staff. The county receives $60.00 for each operation it assists with submitting an organic registration application to CDFA for approval.

SPOT INSPECTION PROGRAM

The county is paid $225.00 for each spot inspection completed for producers, restaurants, handlers, processors, retail stores, and other applicable organic operations. Additionally, the county will conduct spot inspections for registration purposes, as requested by CDFA SOP staff. Farmers' Market inspections are paid at the rate of $75.00 for the initial visit and first organic participant inspected. An additional $10.00 is paid for each additional organic participant inspected at that market. Farmers' Market inspections include certified and non-certified Farmers' Markets and "swap meets."

SUPPLEMENTAL SPOT INSPECTION PROGRAM

When the need arises, supplemental inspections will be approved by CDFA SOP staff at the above Spot Inspection Program rates.

SURVEILLANCE RESIDUE (RANDOM/SPOT) SAMPLING PROGRAM

Surveillance Residue samples are randomly collected residue samples that are **NOT** part of an investigation. The county should collect these residue samples as part of its regular organic monitoring activities, to help ensure products do not contain unallowable substances. The county is paid a flat rate of $130.00 for each Surveillance Residue sample collected. **Counties must notify CDFA prior to submitting samples for residue testing.**

Additional Surveillance Residue samples beyond the total agreement number listed in the county's Fiscal Display, may be collected upon approval from CDFA SOP staff. The county must contact CDFA and receive authorization prior to collecting any additional samples. The county will not be reimbursed for any unauthorized samples collected. **Exception:** If collecting a residue sample is critical, and CDFA SOP staff are not available for approval (weekends/holidays and outside normal business hours), the county may collect the sample without prior approval. However, the county is still required to notify CDFA SOP staff via voicemail or email. CDFA SOP staff may also request the county to collect additional samples. Any additional Surveillance Residue sample collections are paid at the $130.00 flat rate. **Note:** Do not submit samples to the lab for testing on weekends/holidays or outside normal business hours. These samples must be stored by the county and follow "chain of custody" requirements, until they can be submitted.

Please refer to the Fiscal Display for additional inspection, sampling, and reimbursement details.

COMPLAINT INVESTIGATIONS

County staff are expected to conduct investigations, which include preparing investigation documents such as final reports and summaries, as assigned by CDFA. The county will be reimbursed for each approved complaint investigation and residue sample(s), collected as part of an investigation. Complaint investigation expenses and expenses incurred for collecting residue samples as part of an investigation will be reimbursed at actual cost. Time spent preparing investigation documents may also be included as part of the investigation costs. Time and expenses must be itemized.

ADVERSE ACTION NOTICES

County staff **must** submit proposed adverse action notices to CDFA SOP personnel for review and approval prior to issuing the notices.

Administrative civil penalties imposed by the county for violations of the California Organic Food and Farming Act (COFFA) shall conform to Administrative Civil Penalty Guidelines set forth in the California Code of Regulations (CCR) and remain in the county imposing the penalty.

TRAINING

County staff are expected to review the CDFA SOP website and attend training conducted or required by CDFA SOP staff.

County staff are also required to complete the following National Organic Program (NOP) online training:

Required Training

1. NOP Organic Training Website: Use the Access Organic Integrity Learning Center link to sign in to the Learning Center. Follow the instructions using the How to Register for a Course link. First time users will need to create an account by selecting the How to Navigate the Organic Integrity Learning Center link. Register for the following courses:
   - NOP-030: Fundamentals of an Inspection
   - NOP-090: Organic Dairy Compliance (Only required for counties with organic dairy operations)
   - NOP-190: Sampling and Testing
2. Sound and Sensible Website: ***Exploring the Organic Option*** Training Videos
   - The Road to Organic Certification
   - What's the Organic Value Proposition? Video Series (seven videos)

Optional/Recommended Training and Resources

1. NOP Organic Training Website:
   - NOP-070: Advanced Inspections: Investigations
   - NOP-330: Origin of Livestock (Counties with organic dairy operations)

2. What is an Organic Systems Plan?

3. Tip Sheets on Organic Standards

The county may use up to 50 percent of its **Estimated Investigation Costs**, as listed in the county's **Fiscal Display**, for approved or required organic program training. This may include organic program training that county staff provide to applicable agencies/groups. Training expenses without prior authorization by CDFA SOP staff will not be reimbursed.

County complaint investigation, inspection, sampling, and training **expenses must be itemized** on each invoice. The invoice must include applicable hours, rates, miles, and associated expenses; to receive payment or reimbursement for these expenses. Additionally, any expenses for residue samples collected as part of an investigation must include the name of the operation where the sample was collected and the number of samples.

DISBURSEMENT OF FUNDS

Pursuant to Chapter 10 of Division 17 (commencing with Section 46000) of the California Food and Agricultural Code (FAC), CDFA will disburse funds to the county for costs incurred in the enforcement of the California Organic Food and Farming Act (COFFA).

The county will receive payments as appropriate for the following functions:

- Helping operations complete new, amended, and renewal registration applications
- Spot inspections
- Soil and tissue residue sampling
- Complaint investigations
- Approved training and education activities

Disbursements will be made in two block payments: 1) For work completed from July 1 to December 31, 2025; and 2) for work completed from January 1 to June 30, 2026. Counties should submit final invoices for each block of work to CDFA in a timely manner.

The county should monitor its expenditures and contact CDFA immediately if it is at risk of exceeding the total Cooperative Agreement amount.

NOTE: CDFA cannot pay/reimburse the county for organic function activities without a signed (executed) Cooperative Agreement. The county should sign and return the Cooperative Agreement, to ensure payments for Organic Program function activities.

SOP procedures are outlined in the program's Quality Systems Manual (QSM). For additional questions, please contact the CDFA SOP.

San Diego Fiscal Display FY 2025/2026

At the discretion of the county, these inspections can be any combination of producer, handler, retailer, farmer's market, or restaurant. **Uncertified operations shall be inspected prior to any certified operations.**

Spot (Random) Inspection Assignments

Amount		Rate	Total
185	@	$225.00	$41,625.00

Farmers Market

Amount		1st Organic Participant		Estimated Additional Organic Participants			Total
20	@	$75.00	+	30	@	$10.00	$1,800.00

Estimated Assisted Registrations

Amount		Rate	Total
10	@	$60.00	$600.00

Surveillance Residue (Random) Sampling Costs
(Not part of an investigation)

Amount		Rate	Total
130	@	$130.00	$16,900.00

Estimated Investigation Costs
(Includes costs for residue samples taken as part of an investigation)

Total $20,700.00

Total for 2025/2026 **$81,625.00**

COSD CLERK OF THE BOARD
2025 JUL 30 PM4:53

DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES
9325 HAZARD WAY, STE. 100, SAN DIEGO, CALIFORNIA 92123-1217
(858) 694-2739
FAX (858) 467-9697
http://www.sdcawm.org

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

July 14, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

VIA: Dahvia Lynch, Deputy Chief Administrative Officer

Land Use and Environment Group

FROM: Ha Dang, Agricultural Commissioner/Sealer of Weights and Measures HD
Department of Agriculture, Weights and Measures

EXECUTION AND DISTRIBUTION OF COOPERATIVE AGREEMENT # 25-0169-000- SA WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

Pursuant to San Diego County Administrative Code Section 123, this is Agriculture, Weights and Measures' (AWM) request to execute and ratify Cooperative Agreement # 25-0169-000-SA with the California Department of Food and Agriculture (CDFA) for inspections, investigations, and enforcement activities for the Fruit and Vegetable Standardization Program (Program) from July 1, 2025, through June 30, 2026. CDFA is the lead agency administering this Program that establishes standards for quality, maturity and labeling of fresh fruits, nuts, and vegetables. This Agreement specifies AWM to conduct regulatory activities relating to inspections of agricultural produce businesses in the region that are necessary to maintain statewide compliance with California's standardization laws and regulations. These activities increase the availability of quality produce to consumers and protect and promote the integrity of the produce industry which supports the Community and Equity Strategic Initiatives in the County of San Diego's 2025-2030 Strategic Plan. AWM will be reimbursed for not more than $59,200.75. The revenue contract does not fully fund the Program, and the associated unreimbursed costs protect the agricultural produce industry, consumers, and help to curtail agricultural theft.

After executing the two enclosed originals, please keep one for your files and return one to: Agriculture,

Weights and Measures - Mail Stop O-1
Attention: Rolinda Gelacio

Please contact Deputy Agricultural Commissioner Jordan Key at (858) 614-7784 for any questions regarding this request. Thank you.

Enclosure: Agreement # 25-0169-000-SA

DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES
9325 HAZARD WAY, STE. 100, SAN DIEGO, CALIFORNIA 92123-1217
(858) 694-2739
FAX (858) 467-9697
http://www.sdcawm.org

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

July 14, 2025

TO: Dhavia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Ha Dang HD
Agricultural Commissioner/Sealer of Weights and Measures

REQUEST FOR APPROVAL AND RATIFICATION OF REVENUE AGREEMENT FOR CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE COOPERATIVE AGREEMENT NUMBER 25-0169-000-SA – FRUIT AND VEGETABLE STANDARDIZATION PROGRAM

Enclosed for your approval and ratification, pursuant to San Diego County Administrative Code Section 123, is a revenue agreement between the California Department of Food and Agriculture (CDFA) and Agriculture, Weights and Measures' (AWM) for inspections, investigations, and enforcement activities for the Fruit and Vegetable Standardization Program (Program) from July 1, 2025, through June 30, 2026. The County will be reimbursed for up to $59,200.75. CDFA is the lead agency administering this Program that establishes standards for quality, maturity and labeling of fresh fruits, nuts, and vegetables. This Agreement specifies AWM to conduct regulatory activities relating to inspections of agricultural produce businesses in the region that are necessary to maintain statewide compliance with California's standardization laws and regulations. These activities increase the availability of quality produce to consumers and protect and promote the integrity of the produce industry which supports the Community and Equity Strategic Initiatives in the County of San Diego's 2025-2030 Strategic Plan. Board Policy B-29 mandates that departments seek to recover the full cost of all services provided to agencies or individuals outside the County of San Diego organization. Reimbursement by fees, contracts and grants will be for the full cost of all services, with certain exceptions approved by the Board. Ratification of the revenue agreement is also requested since the start date is expected to precede the execution of the agreement.

A. SERVICES: The services shall include, but not be limited to:

- Provide fruit and vegetable inspections, investigations, and enforcement activities for this Program in a timely manner at wholesale, packing facilities, and retail locations.
- Increased inspections at wholesale locations near the California-Mexico border to promote compliance of incoming produce and a fair marketplace for local producers.

B. ALTERNATIVES: If this Agreement is not approved, AWM will still be required to perform the prescribed services mandated by California Food and Agricultural Code Sections 42651 and 42652 but will not receive any funding from CDFA.

C. FISCAL IMPACT: The revenue realized from this Agreement will not exceed $59,200.75. The revenue contract with CDFA will not offset all County costs including, but not limited to, administrative costs. The expected net County cost of $3,011.34 is supported by budgeted General Purpose Revenue in AWM as determined by the nature of the services. The Department is mandated to perform the contract services per California Food and Agricultural Code Sections 42651 and 42652. In accordance with Board Policy B-29, the Director of AWM certifies that the activities to be funded by this revenue contract would be worthy of County funding if external financing were unavailable.

D. AWARD NUMBER: The Auditor and Controller assigned 505811.

Please contact Deputy Agricultural Commissioner Jordan Key at (858) 614-7784 for any questions regarding this request. Thank you.

HD:sl

Enclosure: Agreement # 25-0169-000-SA

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 7/14/25 Department: Agriculture, Weights and Measures

Contract Begin Date: 7/1/25 End Date: 6/30/26 Grant: No

*Oracle Award #: 505811 Org #: 48705 Amount: $59,200.75

Contact Person: Jordan Key Phone #: (858) 614-7784

Contracting Agency/Grantor: California Dept. of Food and Agriculture

Description: Revenue agreement with the State of California Department of Food and Agriculture-Standardization Program.

☐ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☑ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Ha Dang Digitally signed by Ha Dang Date: 2025.07.15 17:22:45 -07'00' Date: 7/15/25

Approved By:

Group Finance Director: [signature] Date: 7-16-25

County Counsel: Justin Crumley Digitally signed by Justin Crumley Date: 2025.07.16 09:03:51 -07'00' Date:

Chief Administrative Officer: Jennifer.Lawson@sdcounty.ca.gov Digitally signed by Jennifer.Lawson@sdcounty.ca.gov Date: 2025.07.17 11:47:20 -07'00' Date:

Office of Financial Planning: Toroshinia.Kennedy@sdcounty.ca.gov Digitally signed by Toroshinia.Kennedy@sdcounty.ca.gov Date: 2025.07.25 15:35:28 -07'00' Date:

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* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 26-05

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
25-0169-000-SA

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

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

RECIPIENT'S NAME
COUNTY OF SAN DIEGO

Jerod Markley

Approved as to form and legality
Jerod Markley
Senior Deputy County Counsel

2. The Agreement Term is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: $59,200.75

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

Exhibit A: Recipient and Project Information	2 Pages
Exhibit B: General Terms and Conditions	5 Pages
Exhibit C: Payment and Budget Provisions	2 Pages

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF SAN DIEGO

BY *(Authorized Signature)*	DATE SIGNED
	7/31/25

PRINTED NAME AND TITLE OF PERSON SIGNING
Andrew Potter Clerk of the Board

ADDRESS
9325 Hazard Way, Suite 100, MS01, San Diego, California 92123-1217

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

NM

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 7/30/25
Deputy Clerk of the Board Supervisors

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
   The county will perform inspections to ensure enforcement of the Food and Agricultural Code, Division 17, Chapter 2; the California Code of Regulations (CCR), Title 3, Group 4; and any relevant State policies.

   Project Title: Standardization Inspections

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Ha Dang
Division/Branch:	Inspection Services / Inspection and Compliance	Organization:	County of San Diego
Address:	1220 N Street	Address:	9325 Hazard Way, Ste 100, MS01
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Diego, CA 92123
Phone:	916-597-7328	Phone:	858-614-7703
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	ha.dang@sdcounty.ca.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Rolinda Gelacio
Division/Branch:	Inspection Services / Inspection and Compliance	Organization:	County of San Diego
Address:	1220 N Street	Address:	9325 Hazard Way, Ste 100, MS01
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Diego, CA 92123
Phone:	916-597-7328	Phone:	858-414-7474
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	rolinda.gelacio@sdcounty.ca.gov

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

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

   This award ☐ does ☒ does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

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

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

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

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. **Invoicing and Payment**

   A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

   C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

   D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. **Allowable Expenses and Fiscal Documentation**

   A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

   B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

   C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

   D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

   E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. **Prompt Payment Clause**

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

4. **Budget Contingency Clause**
If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

STANDARDIZATION PROGRAM
SCOPE OF WORK
FY 2025/26

County Responsibilities

The County agrees to provide fruit and vegetable inspection services for the Standardization Program. These services are in addition to any normal inspection activities being performed by the County.

Inspections shall be performed as outlined in the Food and Agricultural Code, Division 17, Chapter 2; the California Code of Regulations, Title 3, Subchapter 4. The County shall follow all established Standardization practices and procedures and all State policies. Services to be invoiced under this agreement will commence no earlier than July 1, 2025.

The County shall perform inspection services at a cost not to exceed the approved agreement amount. Inspection hours and workdays should vary where appropriate and practical. Services provided by the County include hours of enforcement work, mileage, and travel time incurred to perform enforcement activities.

All activities under this agreement shall be reimbursed on an hourly basis, for actual time incurred. Hearing officer expenses resulting from a Standardization proposed action may also be reimbursed provided the cost does not exceed 10% of the total agreement amount.

The County shall provide routine inspection supplies with the exception of forms and supplies that are provided by the State. Inspection equipment and subsequent supplies that are required to be used by regulation may be eligible for reimbursement under this agreement. Some examples of eligible equipment include hand-held refractometers or 25 ml pipettes; eligible supplies may include sodium hydroxide or distilled water. Further details regarding purchasing equipment and supplies can be found on the Fiscal Display.

Agreement Invoice – Form #51-066

The County shall invoice the State for work performed under this agreement within 30 days after the end of each month in which services were provided. The County must use State Invoice Form 51-066, and it must include at least the following information:

- Inspection Type- Production, Wholesale, Retail, Other Activities
- Name(s) of commodities inspected (at minimum, all commodities inspected at production and all rejected commodities)
- Number of premises inspected
- Number of lots inspected per commodity
- Number of containers inspected per commodity
- Number of noncompliance's issued per commodity
- Number of containers rejected per commodity
- Reason for the rejection

- Number of disposal orders issued per commodity
- Inspector name/title
- Total number of hours worked per commodity
- Total cost to include personnel, mileage, and indirect costs - if applicable (indirect costs cannot to exceed 25% of personnel costs)
- Name and signature of authorized county personnel submitting invoice

Any revisions made to previously submitted invoices must include "REVISED" and the revision date, in red ink, on the top right corner of the revised invoice. Refer to the instructions that accompany form 51-066 when preparing and submitting the monthly invoice.

Invoicing for Other Activities

The County may invoice for inspection staff to attend a CDFA commodity training session, however the hours charged must be limited to staff that will actually be inspecting the commodity. All commodity training expenses charged will require the names of the inspectors to be listed on the invoice along with the date and name of commodity training they attended.

The County may also invoice for one county representative to attend a Standardization Advisory Committee meeting. The name of the county representative and the date of the committee meeting must be included on the invoice.

Counties will not be allowed to invoice for indirect costs in months when no inspection or program related activities occurred. All agreement amendment requests must be reviewed by the Standardization Advisory Committee. Final approval will be determined by CDFA.

CDFA Responsibilities

CDFA may perform evaluations of county inspections, including, but not limited to; on-site observations; assessment of inspection procedures and review of non-compliance's and other reports for accuracy and consistency.

2025/26
STANDARDIZATION FISCAL DISPLAY

County San Diego
Cooperative Agreement # 25-0169-000-SA

All hourly rates shown below are to include employee benefits. If more than one hourly rate is applicable in any category, an average rate may be shown.

PERSONNEL:

# of Biologists or Ag Technicians	Hours		Rate		Total
3					
Regular	524	@	$ 79.91	=	$ 41,872.84
Overtime		@	$ -	=	$ -
# of Seasonal Staff	**Hours**		**Rate**		**Total**
Regular		@	$ -	=	$ -
Overtime		@	$ -	=	$ -
# of Supervisory Staff	**Hours**		**Rate**		**Total**
Regular	48	@	$ 105.80	=	$ 5,078.40
			Total Personnel Costs		$ 46,951.24

TRANSPORTATION:

Rental Rate:	$ Per Mile		Per Month		
Total Rate:	$ -	@	$ -	=	$ -
Mileage:	Total Miles		$ Per Mile		
Total Miles:	731	@	$ 0.70 (Not to exceed $0.70)	=	$ 511.70

EQUIPMENT & SUPPLIES: $ -

Equipment and supplies obtained thru this agreement must be required by regulation. Purchases over **$100.00** will require prior approval from CDFA. Total Equipment and Supply charges may not exceed **$500.00.** Please list any anticipated equipment needs below.

INDIRECT COSTS: $ 11,737.81

Overhead for Agreement Administration (if not included above within hourly rates)
Indirect Costs cannot exceed 25% of Personnel Costs

COOPERATIVE AGREEMENT TOTAL: $ 59,200.75

Operational needs may require changes to line item expenditures within the agreement budget. Personnel and Transportation Costs may be redirected. Equipment & Supplies and Indirect Costs may not be redirected.

Hours, average rates, mileage, and other costs are projected. Actual costs must be reflected on monthly invoices and may not exceed the total agreement amount.

Note: Type in shaded areas only

COSD CLERK OF THE BOARD
2025 JUL 30 PM4:53

DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES
9325 HAZARD WAY, STE. 100, SAN DIEGO, CALIFORNIA 92123-1217
(858) 694-2739
FAX (858) 467-9697
http://www.sdcawm.org

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

June 25, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

VIA: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Ha Dang, Agricultural Commissioner/Sealer of Weights and Measures HD
Department of Agriculture, Weights and Measures

EXECUTION AND DISTRIBUTION OF COOPERATIVE AGREEMENT # 25-0287-000-SA WITH THE STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

Pursuant to San Diego County Administrative Code Section 123, this is Agriculture, Weights and Measures' (AWM) request to execute and ratify Cooperative Agreement # 25-0287-000-SA with the California Department of Food and Agriculture (CDFA) for the mandated inspections at ornamental plant nurseries in in the region from July 1, 2025 through June 30, 2026. The value of nursery products was $1.18 billion of the total agricultural production value of $1.66 billion for the region in 2023. This Agreement provides funding for AWM to perform mandated inspection and compliance activities to verify the pest cleanliness standards at production nurseries. These regulatory activities protect the nursery and agricultural industry from invasive pests and are an important component of the CDFA's pest exclusion framework.

This Agreement supports the Sustainability and Equity Initiatives in the County of San Diego's 2025-2030 Strategic Plan by preventing the introduction and establishment of invasive pests. AWM will be reimbursed for not more than $102,942.00. The revenue contract does not fully fund the Nursery Inspection program, and the associated unreimbursed costs promote agricultural trade, economic recovery, and environmental sustainability.

After executing the two enclosed originals, please keep one for your files and return one to:

Agriculture, Weights and Measures - Mail Stop O-1
Attention: Rolinda Gelacio

Please call Deputy Agricultural Commissioner/Sealer Travis Elder at (760) 752-4700 if you have any questions regarding this request. Thank you.

Enclosure: Agreement # 25-0287-000-SA

DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES
9325 HAZARD WAY, STE. 100, SAN DIEGO, CALIFORNIA 92123-1217
(858) 694-2739
FAX (858) 467-9697
http://www.sdcawm.org

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

June 25, 2025

TO: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Ha Dang, Agricultural Commissioner/Sealer of Weights and Measures HD
Department of Agriculture, Weights and Measures

REQUEST FOR APPROVAL AND RATIFICATION OF A REVENUE AGREEMENT FOR THE STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE COOPERATIVE AGREEMENT NUMBER 25-0287-000-SA – NURSERY INSPECTION PROGRAM

Enclosed for your approval and ratification, pursuant to San Diego County Administrative Code Section 123, is a revenue agreement between the California Department of Food and Agriculture (CDFA) and the Department of Agriculture, Weights and Measures (AWM) from July 1, 2025 through June 30, 2026. The County will be reimbursed for up to $102,942.00. San Diego's nursery industry had a total value of $1.18 billion out of the total agricultural value of $1.66 billion according to the 2023 County Crop Report. This Agreement provides funding for AWM to perform mandated inspection and compliance activities to verify the pest cleanliness standards at production nurseries. These regulatory activities protect the nursery and agricultural industry from invasive pests and are an important component of the CDFA's pest exclusion framework.

This Agreement supports the Sustainability and Equity Initiatives in the County of San Diego's 2025-2030 Strategic Plan by preventing the introduction and establishment of invasive pests. Board Policy B-29 mandates that departments seek to recover the full cost of all services provided to agencies or individuals outside the County of San Diego organization. Reimbursement by fees, contracts, and grants will be for the full cost of all services, with certain exceptions approved by the Board. Ratification of the revenue agreement is also requested since the start date is expected to precede the execution of the agreement.

A. **SERVICES:** The services shall include, but not be limited to:
- Inspect nursery stock at production nurseries in the region
- Enforce laws and regulations pertaining to nursery stock, including licensing requirements
- Respond to nursery-related complaints

B. ALTERNATIVES: If funding for this agreement is not approved, AWM will still be required to perform the contracted services mandated by California Food and Agriculture Code Sections 6903 and 6904.

C. FISCAL IMPACT: The revenue contract with CDFA will not offset all County costs including, but not limited to, administrative costs. The expected net County cost of $ 155,712.32 is supported by budgeted General Purpose Revenue in AWM as determined by the nature of the program. In accordance with Board Policy B-29, the Director of AWM certifies that the activities to be funded by this revenue contract or grant agreement would be worthy of County funding if external financing were unavailable.

D. AWARD NUMBER: The Auditor and Controller assigned 503673.

Please contact Deputy Agricultural Commissioner/Sealer Travis Elder at (760) 752-4700 if you have any questions regarding this request. Thank you.

HD:sl

Enclosures: Agreement 25-0287-000-SA

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 5/29/25 Department: Agriculture, Weights and Measures

Contract Begin Date: 7/1/25 End Date: 6/30/26 Grant: No

*Oracle Award #: 503673 Org #: 48800 Amount: $102,942.00

Contact Person: Travis Elder Phone #: (760) 752-4700

Contracting Agency/Grantor: California Dept. of Food and Agriculture

Description: Revenue agreement with the California Department of Food and Agriculture -Nursery Inspection Program.

☐ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☑ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Ha Dang Digitally signed by Ha Dang Date: 2025.07.14 09:22:20 -07'00' Date: 7/14/25

Approved By:

Group Finance Director: [signature] Date: 7-16-25

County Counsel: Justin Crumley Digitally signed by Justin Crumley Date: 2025.07.14 16:04:17 -07'00' Date:

Chief Administrative Officer: Jennifer.Lawson@sdcounty.ca.gov Digitally signed by Jennifer.Lawson@sdcounty.ca.gov Date: 2025.07.17 11:07:17 -07'00' Date:

Office of Financial Planning: Toroshinia.Kennedy@sdcounty.ca.gov Digitally signed by Toroshinia Kennedy@sdcounty.ca.gov Date: 2025.07.25 18:11:44 -07'00' Date:

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* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 26-06

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
25-0287-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:
   STATE AGENCY'S NAME
   CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
   RECIPIENT'S NAME
   COUNTY OF SAN DIEGO

   Jerod Markley

   Approved as to form and legality
   Jerod Markley
   Senior Deputy County Counsel
2. The Agreement Term is: July 1, 2025 through June 30, 2026
3. The maximum amount of this Agreement is: $102,942.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Attachments: Scope of Work and Budget	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF SAN DIEGO

BY *(Authorized Signature)*	DATE SIGNED
	7/31/25

PRINTED NAME AND TITLE OF PERSON SIGNING
Andrew Potter **Clerk of the Board**

ADDRESS
9325 Hazard Way, Suite 100, MS01, San Diego, CA 92123-1217

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 7/30/25
Deputy Clerk of the Board Supervisors

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
   Perform nursery stock inspection at producer and wholesale nursery locations within the County in order to prevent the introduction and spread of agricultural pests.

   Project Title: Nursery Inspection Program

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Jasmine Minhas	Name:	Ha Dang
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of San Diego
Address:	1220 N Street	Address:	9325 Hazard Way, Suite 100, MS01
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Diego, CA 92123-1217
Phone:	916-654-0435	Phone:	858-614-7703
Email Address:	jasmine.minhas@ cdfa.ca.gov	Email Address:	sdcawm@sdcounty.ca.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Michael Paule	Name:	Rolinda Gelacio
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of San Diego
Address:	1220 N Street	Address:	9325 Hazard Way, Suite 100, MS 01
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Diego, CA 92123-1217
Phone:	916-654-0435	Phone:	858-414-7474
Email Address:	michael.paule@cdfa.ca.gov	Email Address:	rolinda.gelacio@sdcounty.ca.gov

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

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

   This award ☐ does ☒ does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

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

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

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

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. **Invoicing and Payment**

   A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

   C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

   D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. **Allowable Expenses and Fiscal Documentation**

   A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

   B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

   C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

   D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

   E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. **Prompt Payment Clause**

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

4. **Budget Contingency Clause**
If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

Scope of Work

The Recipient agrees to provide to the California Department of Food and Agriculture (CDFA) all equipment and labor necessary to perform inspection and enforcement activities. The activities under this Agreement shall be completed within the timeframe outlined. Recipient shall inspect all nursery stock at all producer/wholesale nursery locations within the County (specifically not included is nursery stock in the first year of a two-year production cycle, plant materials in parent stock or propagative stock beds or blocks that are not to be inspected and nursery stock that is entered in one of the State's registration or certification programs and is inspected by State staff).

Recipient is expected to enforce all laws and regulations pertaining to nursery stock, including licensing requirements, in accordance with the Memorandum of Understanding between CDFA and the California Agricultural Commissioners and Sealers Association entitled "State-County Nursery Inspection Program." Recipients shall respond to complaints against nursery establishments. The MOU can be accessed here: https://www.cdfa.ca.gov/exec/county/documents/CACASA_MOU_Nursery_Inspection.pdf

Recipients may assist in performing Systems Approach to Nursery Certification (SANC) certification duties when requested by industry, on behalf of CACASA, CDFA and the National Plant Board. Activities performed in relation to the SANC program are not reimbursable under the agreement allocations and are subject to County service request fees.

Recipient is expected to submit Quarterly Invoices and all supporting documentations within 30 days of the conclusion of each quarter. All invoice payments shall be made quarterly, in arrears, upon submission and approval of an itemized invoice which includes Report Number 7 Summary and Supplemental Forms (see attached sample invoice, Report Number 7). Recipient shall submit the itemized invoice on County letterhead referencing the Cooperative Agreement Number by email to nurseryservices@cdfa.ca.gov.

A Final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. Recipient is expected to clearly mark final invoice with "Final Invoice", thus indicating that all payment obligations from CDFA under this Agreement have ceased and that no further payments are due or outstanding. Any encumbered funds remaining on the agreement after the final invoice has been processed will be disencumbered on the 31st day of October or the next business day.

Scope of Work

Recipient shall be paid based on the Recipient's actual hourly staff rate for the current Fiscal Year for nursery investigative work on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions including abatement related to nursery laws provided such investigative work is approved in advance by the CDFA Grant Manager. Payments made for enforcement activity invoices shall be paid out of the county agreement amount. Please note that all types of invoicing cannot exceed total agreement amount.

Recipient invoice claims for "Nursery License Activity" $75.00 payout is for only "NEW" nursery licenses that are opened within the Recipient's County. Eligibility for payout requires the new nursery name and license number documented on Supplemental 1 of Report 7. "RENEWAL" nursery license claims can be utilized when CDFA solicits a county to actively participate in renewal of a nursery license. Payments made for Nursery License Activities do not pay out from the sub-awarded agreement amount. The $75 payments come from CDFA's continued commitment of sharing 50% of the license application fee ($150.00). Fee Exempt Nursery Licenses are not eligible for the "Nursery License Activity" payout.

Nursery compliance reinspections may be reported for invoicing at the applicable acreage reimbursement rate per this agreement. Reinspection is defined as the time spent on follow-up inspections of nurseries where pests had been found to determine compliance with pest cleanliness requirements, trace backs/trace forwards, nursery licensing, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance. These inspections must be indicated under 'Reinspection for Noncompliance' on Supplemental 3 form of the Report 7. Indicate only the acreage that was reinspected and include the time spent conducting the reinspection. All reinspection activities are to be documented using Supplemental 3 form.

County Letterhead

Date: _____

To: California Department of Food and Agriculture
PEB Nursery Services
1220 N Street
Sacramento, CA 95814

County of _____

Cooperative Agreement Number 25-XXXX-XXX-SA

Fiscal Year 25/26

Invoice for_____**Quarter**

Invoice Number_____

Invoice(s) must be accompanied by Report 7 Summary and Supplemental Page(s).

Please submit Invoices and Report 7 Quarterly.

Invoice Detail	Amount	Reimbursement Rate	Totals
Paid from Cooperative Agreement Balance			
Type 1 Acres = (includes re-inspection acres)	# Acres X	$16.21 =	$
Type 2 and 4 Acres = (includes re-inspection acres)	# Acres /4 = # X	$16.21 =	$
Enforcement Activities =	Reference Case ID #	Up to $35 an hour	$
Licensing Activities (not deducted from Cooperative Agreement Balance)			
NEW Nursery License =	# X	$75.00 each license =	$
RENEWAL Nursery License =	# X	$75.00 each license =	
		Total Invoiced	**$**

Please remit payment to County of _____
Address line 1
Address Line 2
Address line 3

Signature Block

_____
(Original / Electronic Signature and Title)

County Letterhead

Date: _____

To: California Department of Food and Agriculture
PEB Nursery Services
1220 N Street
Sacramento, CA 95814

County of _____

Cooperative Agreement Number 25-XXXX-XXX-SA

Fiscal Year 25/26

Invoice for_____**Quarter**

Invoice Number_____

Invoice(s) must be accompanied by Report 7 Summary and Supplemental Page(s).

Please submit Invoices and Report 7 Quarterly.

Invoice Detail	Amount	Reimbursement Rate	Totals
Paid from Cooperative Agreement Balance			
Type 1 Acres = (includes re-inspection acres)	100 Acres X	$16.21 =	$1,621.00
Type 2 and 4 Acres = (includes re-inspection acres)	50 Acres /4 = 12.5 X	$16.21 =	$202.63
Enforcement Activities =	Reference Case ID #>	Up to $35 an hour	$
Licensing Activities (not deducted from Cooperative Agreement Balance)			
NEW Nursery License =	2 X	$75.00 each license =	$150.00
RENEWAL Nursery License =	# X	$75.00 each license =	
		Total Invoiced	**$1,973.63**

Please remit payment to County of _____
Address line 1
Address Line 2
Address line 3

Signature Block

_____
(Original / Electronic Signature and Title)

SAMPLE

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057 (Rev. 02/25)

REPORT NUMBER 7

NURSERY INSPECTION REPORT

SUBMIT QUARTERLY

COUNTY:	MONTH/YEAR:

A. NURSERY INSPECTIONS

TYPE	NUMBER OF LOCATIONS INSPECTED	TOTAL ACRES INSPECTED	NUMBER OF NON-COMPLIANCES	HOURS
ANNUAL INSPECTION *				
- PRODUCTION (Type 1)				
- TURF & WHOLESALE CUT FLOWERS/CUT GREENS (Type 2)				
- WHOLESALE CUT FLOWERS/CUT GREENS (Type 4)				
REINSPECTION FOR NONCOMPLIANCE				
- PRODUCTION (Type 1)				
- TURF & WHOLESALE CUT FLOWERS/CUT GREENS (Type 2)				
- WHOLESALE CUT FLOWERS/CUT GREENS (Type 4)				
- RETAIL, BROKER, JOBBER, LANDSCAPER (Type 3)				
TOTAL HOURS of SECTION A				

B. LICENSING ACTIVITIES

TYPE	NEW LICENSES	RENEWALS	HOURS
NUMBER OF NURSERIES LICENSED *			
FEE EXEMPT LICENSES (non-billable) *			
OTHER (describe activity in "E. Comments")			
TOTAL HOURS of SECTION B			

C. ENFORCEMENT ACTIONS (Office, Administrative, Court Hearings)

ACTIVITY	TYPE	NUMBER	HOURS
TOTAL HOURS of SECTION C			

D. PROGRAM SUPPORT ACTIVITIES (Planning, Training, Administration, etc.)

ACTIVITY	HOURS
TOTAL HOURS of SECTION D	

E. COMMENTS

*** SEE SUPPLEMENTAL SHEET(S) FOR DETAILED LISTING OF ACTIVITIES.**

SIGNATURE:	TITLE:	DATE:

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 1 (Rev. 02/25)

REPORT NUMBER 7
(Supplemental Sheet 1)

CDFA USE ONLY	
APPROVED BY:	
NURSERY REIMBURSEMENT:	
LICENSE REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR
NURSERY INSPECTION REIMBURSEMENT BILLING
BY THE COUNTIES

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

PRODUCTION/WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NUMBER OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	
NUMBER OF LOCATIONS INSPECTED:		TOTAL ACRES:	0.00	0.00	0.00	

NURSERY LICENSE ACTIVITY

NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	FEE EXEMPT (LICENSE NUMBER) - Non-Billable	CDFA USE ONLY

SIGNATURE:	TITLE:	DATE:

* Type 1 = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement amount is based on the number of acres inspected multiplied by the reimbursement rate as stated in the contract.

* Type 2 & 4 = Turf, cut flowers, and cut greens. Reimbursement amount is the number of acres inspected divided by four and multiplied by the reimbursement rate as stated in the contract.

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 1 (Rev. 02/25)

REPORT NUMBER 7
(Supplemental Sheet 1)

SAMPLE BILLING

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR
NURSERY INSPECTION REIMBURSEMENT BILLING
BY THE COUNTIES

CDFA USE ONLY	
APPROVED BY:	
NURSERY REIMBURSEMENT:	
LICENSE REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
Sacramento	20-XXXX-XXX-SA	July - June 2024-2025

PRODUCTION/WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NUMBER OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	
ABC Nursery	A1110.01	1/1/2025	10	3	20	
XYZ Nursery	D2345.G01	3/28/2025	100			
NUMBER OF LOCATIONS INSPECTED:		TOTAL ACRES:	110.00	3.00	20.00	

NURSERY LICENSE ACTIVITY

NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	FEE EXEMPT (LICENSE NUMBER) - NON BILLABLE	CDFA USE ONLY
Exclude retail only nurseries				

SIGNATURE:	TITLE:	DATE:

* **Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement amount is based on the number of acres inspected multiplied by the reimbursement rate as stated in the contract.

* **Type 2 & 4** = Turf, cut flowers, and cut greens. Reimbursement amount is the number of acres inspected divided by four and multiplied by the reimbursement rate as stated in the contract.

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 2 (Rev. 02/25)

REPORT NUMBER 7
(Supplemental Sheet 2)

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NUMBER OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	
NUMBER OF LOCATIONS INSPECTED:		TOTAL ACRES:				

* **Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement amount is based on the number of acres inspected multiplied by the reimbursement rate as stated in the contract.
* **Type 2 & 4** = Turf, cut flowers, and cut greens. Reimbursement amount is the number of acres inspected divided by four and multiplied by the reimbursement rate as stated in the contract.

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 3 (Rev. 08/24)

REPORT NUMBER 7
(Supplemental Sheet 3)

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

REINSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE - 1st Inspection	DATE - Additional Inspections	NUMBER OF ACRES REINSPECTED			CDFA USE ONLY
				TYPE 1*	TYPE 2*	TYPE 4*	
NUMBER OF LOCATIONS INSPECTED:			TOTAL ACRES:	0.00	0.00	0.00	

* Type 1 = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement amount is based on the number of acres inspected multiplied by the reimbursement rate as stated in the contract.

* Type 2 & 4 = Turf, cut flowers, and cut greens. Reimbursement amount is the number of acres inspected divided by four and multiplied by the reimbursement rate as stated in the contract.

INSTRUCTIONS FOR REPORT NUMBER 7 (Form 64-057)

Nursery Inspection Report - Submit Quarterly

Include time spent on activities related to enforcement of State Nursery Laws and Regulations. *Do not report time spent on inspections of nursery stock shipments in transit or at destination, or inspections conducted to certify for export. These are quarantine activities.*

Definitions of Nursery Types: Type 1 = Producer, Type 2 = Cut Flowers - no exemption of acreage fee (less than 75% of total production is in cut flowers), Type 3 = Retailer, Type 4 = Cut flower producer - exempt from acreage fee (75% or greater of total production is in cut flowers)

Section A. Nursery Inspections
Report in this section the number of regulatory inspections and the total time spent for such inspections. Regulatory inspections include inspecting nurseries for pest cleanliness, labeling, and grades and standards. Several partial inspections may be required to complete a required inspection at a given location. Such inspections should be counted as one inspection at a given location. Time spent by county personnel in nurseries for collecting, preparing and submitting pest specimens and/or plant samples for identification by the CDFA Diagnostics Lab (Activity code 70 in Form 65-020, Pest and Damage Record), and for providing information on pest control operations for pest cleanliness may be included for determining the hours for a given location. Details of the nursery, such as name of nursery, license number, acreage used for production, storage and sale of nursery stock, type of nursery stock, etc., must be entered on the Supplemental Sheet for Report Number 7.

The time spent on follow-up inspections of nurseries to determine compliance with pest cleanliness requirements, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance, etc., must be indicated under 'reinspection for noncompliance' with details reported on Supplemental Sheet 3.

Nursery inspection for nematode certification at a given location, such as for supervision of soil fumigation, sampling for nematodes, etc., must be reported on a different form (Form 64-054, NURSERY STOCK NEMATODE CERTIFICATION).

Section B. Licensing Activities
Report in this section the time spent by county personnel in nurseries for initial inspection of new applicants for a License to Sell Nursery Stock, or for verifying a License to Sell Nursery Stock. Indicate the number of nurseries licensed under the column 'new' or 'renewals' as appropriate, and the time spent on such activity in the last column (hours). Name(s) of nursery must be entered on supplemental sheet 1 for report number 7

Section C. Enforcement Actions
Report in this section the time spent by county personnel on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions related to nursery laws.

Section D. Program Support Activities
Report in this section the time spent by county personnel on program support activities such as planning, training, administration, etc., that are essential for enforcement of nursery laws and regulations.

Section E. Comments
Use this section to report any additional information regarding regulatory nursery inspections and/or related activities, which is pertinent but not reported in the sections above.

County of San Diego
FY 2025-26

Budget Letter

The amount payable under this agreement shall not exceed the amount encumbered with this agreement. The awarded amount of this agreement is based on FY2025-26 projected acres as reported by the Recipient. Recipients shall be paid on a per acre basis for inspection and reinspection activities at a rate of $16.21 per reimbursable acre.

Acres:	6,350.50
Reimbursement Rate:	$16.21
Total agreement encumbrance:	$102,942.00

COSD CLERK OF THE BOARD
2025 AUG 4 PM1:32

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

July 24, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE BREEDERS CUP

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is a revenue agreement with the Breeder's Cup and the County of San Diego, Sheriff's Office, for law enforcement security services for 2025 Del Mar Breeders Cup, on October 31, 2025 to November 1, 2025.

The value of this contract will not exceed $22,344.48 The exact amount will be determined by the amount of cost for actual usage.

Please execute and email a copy and return two (2) copies of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Christy Moreno
Christy.Moreno@sdsheriff.org
Mail Stop: O-41

If you have any questions regarding this request, please contact Christy Moreno, Admin Analyst at (858) 314-9615

Andrew Strong,
Deputy Chief Administrative Officer

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 7/24/25 Department: SHERIFF

Contract Begin Date: 10/31/25 End Date: 11/1/25 Grant: NO

*Oracle Award #: Pending Org #: 39656 Amount: $22,344.48

Contact Person: Christy Moreno Phone #: (858) 314-9615

Contracting Agency/Grantor: Breeders Cup

Description: Law Enforcement Security Service for the 2025 Del Mar Breeder's Cup

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☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Gapuz, Dane Digitally signed by Gapuz, Dane Date: 2025 07 24 15:59:05 -07'00' Date: 07/24/2025

Approved By:

Group Finance Director: Karina Galvan Date: 7/28/25

County Counsel: Mark Day Date: 7/31/25

Chief Administrative Officer: Date: 7/30/25

Office of Financial Planning: Date: 7/31/2025

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* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP# 26-10

A&C OFP Form: Contracts Under $250K (03/10/16)

San Diego County
SHERIFF'S OFFICE
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Christy Moreno, (858) 314-9615	MSB - Contracts	July 24, 2025

Subject:

Reimbursable Services Agreement - BREEDERS CUP, 2025 Del Mar Breeder's Cup on October 31, 2025 through November 1, 2025 - $22,344.48

To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Sheriff's Contract Manager DG		✓						✓				
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group KG		✓						✓				
3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety Group		✓						✓				
4. Mark Day, Sr. Deputy County Counsel M.D.		✓						✓				
5. Toroshinia Kennedy, Office of Financial Planning TK		✓						✓				
6. Andrew Potter, Clerk of the Board		✓						✓				✓
7.												
8.												
9.												
10.												

COMMENTS:

Other: Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop O-41

Thank you.

SO 11 (06/24)

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

July 24, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE BREEDERS CUP PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with the Breeders Cup to provide law enforcement security services for 2025 Breeder's Cup on October 31, 2025 through November 1, 2025

The value of this contract will not exceed $22,344.48. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

This contract supports the Board of Supervisor's Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

REIMBURSABLE SERVICES AGREEMENT
AMONG THE BREEDER'S CUP, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #04

SECURITY SERVICES

THIS AGREEMENT made and entered into this 24th day of July 2025 by and between the Breeder's Cup (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and REQUESTOR jointly intend that REQUESTOR will fund and COUNTY will provide a level of law enforcement services as set forth in this Agreement.

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the 2025 Del Mar Breeders Cup.

2. The term of this Agreement shall commence on October 31, 2025, at 0600, and shall continue in effect through and terminate after November 1, 2025, at 1900.

3. COUNTY Coordinator of this Agreement shall be Sergeant Tripoli, (619) 660-3307.

4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.

5. This Agreement may be amended in writing by mutual consent of the parties hereto.

6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.

7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.

8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.

9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

10.1. The COUNTY shall fully indemnify and hold harmless the REQUESTOR, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any worker's compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or an contract labor provider retained by the COUNTY, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

The REQUESTOR shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR.

Indemnification related to Acts or Omissions, Negligence.

10.2. **Claims Arising from Sole Acts or Omissions of COUNTY.** The County of San Diego, (COUNTY), hereby agrees to defend and indemnify REQUESTOR and its agents, officers, and employees (hereinafter collectively referred to in section 10 as the 'REQUESTOR'), from any claim, action or proceeding against the REQUESTOR arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At their sole discretion, REQUESTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. REQUESTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

10.3. **Claims Arising from Sole Acts or Omissions of REQUESTOR.** REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.

10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and

REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

10.5. **Joint Defense.** Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.

10.6. **Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

11. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To REQUESTOR:

Breeders Cup
C/O: David Duncan
215 West Main Street Suite #250
Lexington, KY 40507
(859) 421-2307
dduncan@breederscup.com

To SHERIFF:
Sheriff Contracts Division
County of San Diego
P. O. Box 939062
San Diego, CA 92193-9062

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

12. This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.

14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the day and year first written above.

SAN DIEGO COUNTY
SHERIFF'S OFFICE

Dane Gapuz
Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

DAVID DUNCAN
BREEDER'S CUP

Sr. Dir. Ops.
Signature Title/Rank

David Duncan
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

Mark Day
Signature- Senior Deputy County Counsel

Mark Day
Print Name

COUNTY OF SAN DIEGO

Signature- Clerk of the Board

Andrew Potter
Print Name

Do not sign this contract at the station level. Please forward three originals to the Contracts Division (O-41) for signature on behalf of the County.

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: JGVal Date: 8/4/25
Deputy Clerk of the Board Supervisors

3 Signed Originals
DISTRIBUTION:
1 – Requestor

1 – Station/Facility/Division File
1 – Contracts Division

EXHIBIT A

COST ESTIMATE

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST *WITH OVERHEAD**	TOTAL
10/31/2025					
Sergeant - Bomb Tech (0600-1900)	1	13.0		$ 206.05	$ 2,678.65
Detective - Bomb Tech (0600-1730)	1	11.5		$ 172.83	$ 1,987.55
Detective - Bomb Tech (0700-1900)	3	12.0		$ 172.83	$ 6,221.88
Detective - Non-Bomb Tech (0600-1900)	0	13.0		$ 167.50	$ -
11/1/2025					
Sergeant - Bomb Tech (0430-1900)	1	14.5		$ 206.05	$ 2,987.73
Detective - Bomb Tech (0430-1730)	1	13.0		$ 172.83	$ 2,246.79
Detective - Bomb Tech (0700-1900)	3	12.0		$ 172.83	$ 6,221.88
Detective - Non-Bomb Tech (0700-1900)	0	12.0		$ 167.50	$ -
Addt'l Positions: *(Specify on Lines Below)*					$ -
Liutenant				$ 218.61	$ -
Dispatcher				$ 100.33	$ -
					$ -
				Sub-Total	$ 22,344.48
				TOTAL	$ 22,344.48
Vehicle Minimum or Mileage				$ 59.96	$ -
Motorcycle Mileage					$ -
				TOTAL	$ -
Other Expenses: *(List)*					
					$ -
					$ -
				TOTAL	$ -
				TOTAL ESTIMATED COSTS	$ 22,344.48

*USE CURRENT FY RATE WITH OVERHEAD. IF NO SERGEANT WILL BE PRESENT AT EVENT, USE RATE WITH SERGEANT'S SUPPPORT AND OVERHEAD.

Contact the Sheriff's Office Contracts Management Unit at (858) 974-2236 for assistance.

COSD CLERK OF THE BOARD
2025 AUG 4 PM 1:34

County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CALIFORNIA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

July 29, 2025

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT AMENDMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement amendment with Brougham Ambulance to provide wireless radio communication network through the County Regional Communications System (RCS).

This agreement amendment will generate an estimated annual revenue of $28,465 through June 30, 2026

This agreement does not exceed the $250,000 annual revenue limit.

The Board of Supervisors approved a waiver of full cost recovery of Board Policy B-29 for overhead costs for RCS program. A copy of the Minute Order (14), June 19, 2001 is attached. When fully executed, email a copy, and return one (1) copy to Mayla Alvaro at mayla.alvaro@sdsheriff.org and Mail Stop O-56

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)

RCS Customer Agreement Amendment No.1 for Brougham Ambulance
RCS Customer Agreement for Brougham Ambulance

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 7/29/25 Department: SHERIFF

Contract Begin Date: 8/15/25 End Date: 6/30/2026 Grant: No

*Oracle Award #: 507100 Org #: 39497 Amount: $28,465/year

Contact Person: Mayla Alvaro Phone #: 858-495-5232

Contracting Agency/Grantor: Brougham Ambulance

Description: RCS customer agreement amendment to provide radio access

☐ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☒ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: David H. Brooks Date: 7/30/2025

Approved By:

Group Finance Director: Karen Halvar Date: 7/30/25

County Counsel: Mark Day Date: 7/31/25

Chief Administrative Officer: [signature] Date: 7/31/25

Office of Financial Planning: [signature] Date: 7/31/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 26-09

A&C OFP Form: Contracts Under $250K (03/10/16)

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

July 29, 2025

TO:	Andrew Strong, Deputy Chief Administrative Officer Public Safety Group	A-65
FROM:	David Brooks, Manager Wireless Services Division, Sheriff's Office	O-56

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT AMENDMENT

This is a request for approval of Brougham Ambulance revenue agreement amendment to provide wireless radio communications access to the Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of $28,465 through June 30, 2026. This agreement does not exceed the $250,000 annual revenue limit.

The Board of Supervisors approved a waiver of full cost recovery of Board Policy B-29 for overhead costs for RCS program. A copy of the Minute Order (14), June 19, 2001 is attached.

This agreement supports the Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement amendment, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A. MARTINEZ, SHERIFF

David H. Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement Amendment No.1 for Brougham Ambulance
RCS Customer Agreement for Brougham Ambulance
Letter to the Clerk of the Board
Minute Order (14), June 19, 2001

San Diego County
SHERIFF'S OFFICE
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Mayla Alvaro, (858) 495-5232	Wireless Services Division, O-56	07/29/2025

Subject:
RCS Customer Agreement Amendment for Brougham Ambulance

To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office		X										
2. David Brooks, Manager, WSD, Sheriff's Office Brooks David		X						X	X			
3. Karina Galvan, PSG KG		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG		X						X				
5. Mark Day, Sr. Deputy County Counsel M.D.		X						X				
6. Toroshinia Kennedy, Office of Financial Planning TK		X										
7. Andrew Potter, Clerk of the Board		X						X	X			X
8.												
9.												
10.												

COMMENTS:
Please email the signed agreement amendment to Mayla Alvaro @ mayla.alvaro@sdsheriff.org. Thank you

SO 11 (06/03)

AMENDMENT No. 1
SAN DIEGO COUNTY - IMPERIAL COUNTY REGIONAL COMMUNICATIONS SYSTEM
CUSTOMER AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO
AND
BROUGHAM AMBULANCE

RECITALS

AR.1 On February 29, 2024, the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office (COUNTY) and BROUGHAM AMBULANCE (CUSTOMER) executed a Customer Agreement (Agreement) for use of the San Diego County – Imperial County Regional Communications System (RCS).

AR.2 Agreement Paragraph 20 states: " This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement."

AMENDMENT

A. COUNTY and CUSTOMER agree that the Agreement shall be amended to read as follows:

9. Radio Limit

CUSTOMER is authorized to use up to 30 radios in the RCS without approval of the RCS BOD and COUNTY.

Except as otherwise provided by this AMENDMENT No. 1, the Agreement, and each and every other term and condition therein, shall remain in full force and effect.
Terms and conditions of the AGREEMENT not specified herein remain unmodified.

IN WITNESS WHEREOF, the parties hereto approve and agree to the terms of this AMENDMENT No. 1 to the original Agreement, such AMENDMENT No. 1 being effective:

_____of _____, _____ *(To be filled in by Clerk of the Board).*

Day *Month*

Year

APPROVAL:

RCS Board of Directors

Graham Mitchell, City Manager

RCS BOD Chair

Date: 7/10/2025

APPROVAL:

County of San Diego

Andrew Potter

Clerk of the Board of Supervisors

Date: 8/7/25

Approved as to form:
Office of the County Counsel

Mark Day

Mark Day, Senior Deputy

Date: 7/31/25

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.

By: _____ Date: 8/4/25

Deputy Clerk of the Board Supervisors

APPROVAL:

BROUGHAM AMBULANCE

Signature

AVETIS ALEKSANYAN

Print Name

CEO

Title

Date: 7/11/25

San Diego County – Imperial County
Regional Communications System (RCS)

Customer Agreement

RCS
San Diego County Sheriff's Department
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206

(858) 694-3663 (Phone)
(858) 694-3433 (Fax)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

29th of February, 2024 *(To be filled in by Clerk of the Board).*
Day *Month* *Year*

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Department, referred to herein as COUNTY, and **Brougham Ambulance** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.

B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD).

C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.

D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.

E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. ***Recitals:***

   The Recitals identified above are incorporated to this Agreement.

2. ***System Operation:***

   The COUNTY shall provide a wireless radio communications network for CUSTOMER's use.

3. ***Governance:***

   In entering this Agreement, CUSTOMER acknowledges that use of the COUNTY will be controlled by the RCS BOD, a governing board acting with the authority of the County of San Diego Board of Supervisors to administer the RCS. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

   No actions by the RCS BOD or the County of San Diego Board of Supervisors may be so broad in nature that they negatively affect or impact the operational or legal integrity of the CUSTOMER.

4. ***Monthly Fees for RCS Use:***

   CUSTOMER agrees to pay the COUNTY **$77.07** per radio, per month, as may be modified by Section 6, for radios which CUSTOMER places in service on the RCS network.

5. ***Establishment of Initial Talk Group and Initial Programming:***

   COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

6. ***Monthly Fee Changes:***

   The monthly fee for RCS operational costs will be reviewed and set annually by the RCS BOD. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

7. ***Payment of Fees:***

   COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to,

County of San Diego - RCS within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

8. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

9. ***Radio Limit:***

CUSTOMER is not authorized to exceed **10** radios using the RCS without approval of the RCS BOD.

10. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

11. ***Radio Programming:***

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by RCS BOD.

12. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the RCS BOD.

13. ***Training:***

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

14. ***Radio Maintenance:***

CUSTOMER is responsible for maintenance and repair of its radio equipment. CUSTOMER agrees to provide repaired radios to COUNTY Wireless Services Division staff for inspection prior to reuse.

15. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

16. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

17. ***Network Access Priority:***

The RCS BOD will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

18. ***Coverage:***

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

19. ***Term of Agreement:***

The Agreement will expire on **June 30, 2026**.

20. ***Agreement Modification; Entire Agreement:***

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement.

21. ***Termination of Agreement:***

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

22. ***Grievance Procedure:***

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

23. ***Defense and Indemnity:***

1. Claims Arising From Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the CUSTOMER its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'CUSTOMER', from any claim, action or proceeding against CUSTOMER, arising solely out of the acts or omissions of County in the performance of this Customer Service Agreement for Radio Services. At its sole discretion, CUSTOMER may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. CUSTOMER shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising From Sole Acts or Omissions of CUSTOMER

The CUSTOMER hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of CUSTOMER in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve CUSTOMER of any obligation imposed by this Agreement. County shall notify CUSTOMER promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising From Concurrent Acts or Omissions

The County of San Diego ("County") hereby agrees to defend itself, and the CUSTOMER hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and CUSTOMER. In such cases, County and CUSTOMER agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

4. Joint Defense

Notwithstanding paragraph 3 above, in cases where County and CUSTOMER agree in writing to a joint defense, County and CUSTOMER may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CUSTOMER and County. Joint defense counsel shall be selected by mutual agreement of County and CUSTOMER. County and CUSTOMER agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and CUSTOMER further agree that neither party may bind the other to a settlement agreement without the written consent of both County and CUSTOMER.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and CUSTOMER may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego County Sheriff's Department
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Avetis Aleksanyan
CEO
Brougham Ambulance
17430 Chatsworth St., Unit 3
Granada Hills, CA 91344

Tel No: (310) 365-0512
Email: broughamambulance@gmail.com

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

APPROVAL:
RCS Board of Directors

Graham Mitchell, City Manager
RCS BOD Chair

Date: Feb. 14, 2024

APPROVAL:
BROUGHAM AMBULANCE

Signature

Avetis Aleksanyan
Print Name

CEO
Title

Date: 12/14/2023

APPROVAL:
County of San Diego

Andrew Potter
Clerk of the Board of Supervisors

Date: 3/1/24

Approved as to form and legality:
Office of the County Counsel

Mark Day
Mark Day, Senior Deputy

Date: 2/22/2024

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 6/1/01 Minute Order No. 14
By: Date: 12/29/24
Deputy Clerk of the Board Supervisors

END OF AGREEMENT

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, JUNE 19, 2001

MINUTE ORDER NO. 14

SUBJECT: **SHERIFF 800 MHZ REGIONAL COMMUNICATIONS SYSTEM (RCS) CUSTOMER AGENCIES AGREEMENTS; RCS TRUST FUND; RCS NETWORK OPERATING COST FEES AND FY 01-02 BUDGET; LOST/FOUND RADIO REWARD PROGRAM; B-29 OVERHEAD COSTS (District: All)**

OVERVIEW:

Participation in RCS by the City of Lemon Grove and customer agencies
At the direction of the RCS Board of Directors, agreements have been developed to formalize the use of the RCS network by the City of Lemon Grove and 18 customer agencies. Lemon Grove will finance its principal share ($507,985) of the RCS network infrastructure over 14 years, with annual payments of $53,473 commencing in May 2001. This is conditioned on the waiver of past RCS interest costs in the amount of $124,906. The agreement will provide Lemon Grove with full partnership in the RCS. The 18 customer agencies have each signed non-partner customer agreements for RCS network use. These agreements will result in $181,741 recurring annual revenue to the RCS program, assuming the number of subscriber units remains the same. The RCS Board of Directors recommends Board of Supervisors approval of these agreements.

Establishment of RCS Trust Fund
The RCS Board of Directors requests the establishment of an interest bearing Trust Fund to assist in funding the ongoing enhancement and eventual replacement of the RCS infrastructure. The RCS Trust Fund would be initially funded with $308,122 of over-realized FY 99-00 Network Operating Cost (NOC) revenue collected from RCS agencies. Over-realized revenue from FY 00-01 will also be deposited into the Trust Fund.

Establishment of FY 01-02, RCS/NOC fees and RCS FY 01-02 budget
The RCS Board of Directors recommends that the Board of Supervisors approve the FY 01-02 monthly RCS charges per radio for participating member agencies and the RCS FY 01-02 budget.

Establishment of a reward program for return of lost/found RCS radios
At the direction of the RCS Board of Directors, an RCS Lost/Found Radio Reward Program has been developed to encourage the return of misplaced or stolen RCS affiliated radios. The estimated $1,500 annual cost of this program will be shared by all RCS subscribers as part of their monthly Network Operating Cost (NOC). The RCS Board of Directors recommends Board of Supervisors approval of this program.

Waiver of full cost recovery of B-29 overhead costs for RCS program
The RCS Board of Directors recommends the permanent waiver of overhead costs for the RCS program, except vehicle, telephone, mail/postage service, rents/leases, facilities maintenance, utilities and other services/supplies overhead costs which have been approved by the RCS Board of Directors and are currently being paid. Other overhead costs have not been assessed on the RCS program in the past, and this request is for the Board of Supervisors to permanently waive this requirement.

Use of RCS by Public Safety Agencies during Santana and Granite Hills High School Incidents
The recent tragic shooting events at Santana and Granite Hills high schools have underscored the effectiveness of the RCS as a command and control tool for public safety agencies. Numerous agencies responding to these events were able to communicate effectively with each other and provide critical public safety services to the citizens affected by these tragedies.

RCS Strategic Vision
The RCS supports the County's Strategic Initiative to strengthen county-wide efforts to make the region a safer place to live and visit by increasing community accountability for public safety. The RCS is administered by the RCS Board of Directors who represent the numerous agencies throughout the County that utilize this regional public safety communications system. The RCS greatly benefits the citizens of the County of San Diego.

FISCAL IMPACT:
Recommendations 1 and 2
The $177,918 in FY 01-02 overhead costs of the RCS program will continue to be absorbed by the County of San Diego General Fund as they have been since the RCS program began in 1995. The exceptions will be vehicle, telephone, mail/postage service, rents/leases, facilities maintenance, utilities and other services/supplies overhead costs which have been approved by the RCS Board of Directors and are currently being paid.

Recommendations 3 and 4
Funds coming from the City of Lemon Grove will benefit the County General Fund by reducing the County share of ongoing network operational costs that support the Sheriff's Department Wireless Services Unit budget. In accordance with the March 1995 RCS Agreement, Lemon Grove has agreed to pay $507,985 of principal towards the infrastructure of the RCS in exchange for full partnership in the RCS, conditioned on the waiver of past RCS interest costs in the amount of $124,906. The County is currently paying the debt service payment for this principal amount. Upon Board of Supervisors approval, Lemon Grove will pay $507,985 amortized over 14 years at 5.65% interest. Their first annual payment in the amount of $53,473 will be made in May 2001. Lemon Grove will also assume ongoing RCS NOC charges of approximately $30,538 per year, depending on the number of radios used. Additionally, Lemon Grove will pay RCS NOC charges of $44,492 for the period of time they have already used the RCS network.

Recommendation 5
Per the attached RCS Customer Service Agreements, 18 new customer agencies have agreed to pay a monthly fee to receive RCS service. These agencies will generate approximately $181,741 in FY 00-01 NOC revenue. Additionally, these agencies will pay approximately $47,277 in RCS NOC charges for the period of time they have already used the RCS network. This will result in approximately $229,018 of FY 00-01 RCS NOC over-realized revenue.

Recommendation 6
The fiscal impact of future agreements with new RCS agencies will be presented annually to Board of Supervisors for approval.

Recommendations 7 and 8
The RCS Trust Fund will be funded with $308,122 from over-realized FY 99-00, RCS/NOC revenue collected from RCS agencies; and over-realized FY 00-01, RCS/NOC revenue from Lemon Grove and 18 RCS non-partner customer agencies.

Recommendation 9
The FY 01-02 monthly RCS charges per radio will generate $1,540,016 in revenue from non-County agencies utilizing the RCS network.

Recommendation 10
The cost of the $1,500 reward program for the return of lost/found RCS radios will be shared by all RCS subscribers as part of their monthly NOC charges.

RECOMMENDATION:
SHERIFF

1. Waive Board Policy A-91, Mid-Year Budget Changes.

2. Waive Board Policy B-29, Full Cost Recovery, regarding FY 01-02 overhead costs for the RCS program, except vehicle, telephone, mail/postage service, rents/leases, facilities maintenance, utilities and other services/supplies overhead costs which have been approved by the RCS Board of Directors and are currently being paid.

3. Approve Lemon Grove's partnership in the RCS and authorize the Clerk of the Board to execute their agreement with the County of San Diego effective March 20, 2001.

4. Waive past RCS interest for Lemon Grove in the amount of $124,906.

5. Approve the 18 RCS non-partner customer agency agreements, adopt the resolution to approve the contract with California Department of Corrections and authorize the Clerk of the Board to execute their agreement with the County of San Diego.

6. Authorize the RCS Board of Directors, with guidance and concurrence of the County's Auditor and Controller, to enter into agreements mid-year with new RCS agencies and return annually for ratification of agreements by County Board of Supervisors.

pg 6

7. Establish an interest bearing RCS Trust Fund for over-realized NOC revenue collected from RCS agencies.

8. Establish appropriations of $308,122 in the Sheriff's Department for initial funding of the RCS Trust Fund based on fund balance available from FY 99-00 RCS/NOC over-realized revenue. (4 Votes)

9. Approve the FY 01-02 monthly RCS charges per radio for participating member agencies, and the RCS FY 01-02 budget as recommended by RCS Board of Directors.

10. Authorize the establishment of a $1,500 reward program for the return of lost/found RCS radios. Limit the reward per radio to $100.

ACTION:
ON MOTION of Supervisor Cox, seconded by Supervisor Roberts, the Board of Supervisors took action as recommended, on Consent, adopting Resolution No. 01-180, untitled: A RESOLUTION OF THE COUNTY OF SAN DIEGO TO APPROVE CONTRACT NO. P00.4021 WITH THE CALIFORNIA DEPARTMENT OF CORRECTIONS.

AYES: Cox, Jacob, Slater, Roberts, Horn

State of California)
County of San Diego)ss

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors

By_____
Denise McClendon, Deputy

BOARD OF SUPERVISORS
SAN DIEGO COUNTY, CALIFORNIA

COSD CLERK OF THE BOARD
2025 AUG 11 PM2:46

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

August 4, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN CRSSD MUSIC LLC AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is a revenue agreement with CRSSD Music LLC and the County of San Diego, Sheriff's Office, for the Chris Lake Black Book on the Water Concert, on August 2, 2025. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed $43,910.70. The exact amount will be determined by the amount of cost for actual usage.

Accordingly, please ratify the attached documents and when fully executed, email a copy, and return two (2) copies of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Christy Moreno
Christy.Moreno@sdsheriff.org
Mail Stop: O-41

If you have any questions regarding this request, please contact Christy Moreno the Administrative Analyst at (858) 315-9615.

Andrew Strong
Deputy Chief Administrative Officer

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

August 4, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN CRSSD MUSIC LLC AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with CRSSD Music LLC to provide law enforcement security services for the Chris Lake Black Book on the Water Concert, on August 2, 2025. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed $43,910.70. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions. After your approval, we will route the contract for signatures.

This contract supports the Board of Supervisor's Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 8/4/25 Department: SHERIFF

Contract Begin Date: 8/2/25 End Date: 8/2/25 Grant: NO

*Oracle Award #: 508269 Org #: 39447 Amount: $43,910.70

Contact Person: Christy Moreno Phone #: (858) 314-9615

Contracting Agency/Grantor: CRSSD Music LLC

Description: Law Enforcement Security Service for Chris Lake Black Book on the Water Concert

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☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Gapuz, Dane Digitally signed by Gapuz, Dane Date: 2025.08.04 12:08:57 -07'00' Date: 08/04/2025

Approved By:

Group Finance Director: Karin Malvar Date: 8/4/25

County Counsel: Mark Day Date: 8/7/25

Chief Administrative Officer: [signature] Date: 8/15/25

Office of Financial Planning: [signature] Date: 8/11/2025

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* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 26-14

A&C OFP Form: Contracts Under $250K (03/10/16)

San Diego County
SHERIFF'S OFFICE
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Christy Moreno, (858) 314-9615	MSB - Contracts	August 4, 2025

Subject:

RATIFICATION: Reimbursable Services Agreement - CRSSD MUSIC LLC, Chris Lake Black Book on the Water Concert on August 2, 2025 - $43,910.70

To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Sheriff's Contract Manager DG		✓						✓				
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group		✓						✓				
3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety Group		✓						✓				
4. Mark Day, Sr. Deputy County Counsel M.D.		✓						✓				
5. Toroshinia Kennedy, Office of Financial Planning TK		✓						✓				
6. Andrew Potter, Clerk of the Board AP		✓						✓				✓
7.												
8.												
9.												
10.												

COMMENTS:

Other: Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop O-41

Thank you.

REIMBURSABLE SERVICES AGREEMENT
AMONG THE CRSSD MUSIC LLC, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #13

SECURITY SERVICES

THIS AGREEMENT made and entered into this 24th day of July 2025 by and between the CRSSD Music LLC (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and REQUESTOR jointly intend that REQUESTOR will fund and COUNTY will provide a level of law enforcement services as set forth in this Agreement.

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Chris Lake Black Book on the Water Concert.

2. The term of this Agreement shall commence on August 2nd, 2025, at 1PM, and shall continue in effect through and terminate after August 2nd, 2025, at 1159PM.

3. COUNTY Coordinator of this Agreement shall be Sergeant Paul Bonanno, (619) 531-5446.

4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.

5. This Agreement may be amended in writing by mutual consent of the parties hereto.

6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.

7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.

8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.

9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

10.1. The COUNTY shall fully indemnify and hold harmless the REQUESTOR, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any worker's compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or an contract labor provider retained by the COUNTY, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

The REQUESTOR shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR.

Indemnification related to Acts or Omissions, Negligence.

10.2. **Claims Arising from Sole Acts or Omissions of COUNTY.** The County of San Diego, (COUNTY), hereby agrees to defend and indemnify REQUESTOR and its agents, officers, and employees (hereinafter collectively referred to in section 10 as the 'REQUESTOR'), from any claim, action or proceeding against the REQUESTOR arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At their sole discretion, REQUESTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. REQUESTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

10.3. **Claims Arising from Sole Acts or Omissions of REQUESTOR.** REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.

10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and

REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

10.5. **Joint Defense.** Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.

10.6. **Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

11. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To REQUESTOR:

CRSSD Music LLC
Event: Chris Lake Black Book on the Water Concert
Farley Lucas
939 West Kalmia Street San Diego CA 92101
858-349-0786
farley@crssd.com

To SHERIFF:
Sheriff Contracts Division
County of San Diego
P. O. Box 939062
San Diego, CA 92193-9062

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

12. This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.

14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the day and year first written above.

SAN DIEGO COUNTY
SHERIFF'S OFFICE

Dane Gapuz
Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

Farley Lucas
CRSSD Music LLC

Signature Partner
Title/Rank

Brandon Farley
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

Mark Day
Signature- Senior Deputy County Counsel

Mark Day
Print Name

COUNTY OF SAN DIEGO

Signature- Clerk of the Board Date: 8/12/25

Andrew Potter
Print Name

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: Date: 8/11/2025
Deputy Clerk of the Board Supervisors

Do not sign this contract at the station level. Please forward three originals to the Contracts Division (O-41) for signature on behalf of the County.

3 Signed Originals
DISTRIBUTION:
1 – Requestor
1 – Station/Facility/Division File
1 – Contracts Division

EXHIBIT A

COST ESTIMATE

Please contact the Contracts Division for the correct rates.

Black Book Aug 2 2025	# of POSITIONS	# of HOURS	# of MILES	RATE or COST *WITH OVERHEAD**	TOTAL
Deputy - Teams / SED	20	9.0		$ 156.85	$ 28,233.00
Sergeant - Teams / SED	3	9.0		$ 191.26	$ 5,164.02
ABC Deputy	4	7.0		$ 156.85	$ 4,391.80
					$ -
Event Sergeant	1	10.0		$ 191.26	$ 1,912.60
ABC Sergeant	1	7.0		$ 191.26	$ 1,338.82
					$ -
Addt'l Positions: *(Specify on Lines Below)*					$ -
Liutenant	1	9.0		$ 218.61	$ 1,967.49
Dispatcher	1	9.0		$ 100.33	$ 902.97
					$ -
				Sub-Total	$ 43,910.70
				TOTAL	$ 43,910.70

Contact the Sheriff's Office Contracts Management Unit at (858) 974-2236 for assistance.

COSD ASSESSMENT APPEALS
2025 JUL 9 PM1:46

County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

June 25, 2025

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION AND RATIFICATION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with California Department of Corrections and Rehabilitation to provide wireless radio communications network through the County Regional Communications System (RCS). Ratification of agreement is requested since the start date preceded the execution of the agreement.

This agreement will generate an estimated annual revenue of $108,167.76 through June 30, 2026.

This agreement does not exceed the $250,000 annual revenue limit.

The Board of Supervisors approved a waiver of full cost recovery of Board Policy B-29 for overhead costs for RCS program. A copy of the Minute Order (14), June 19, 2001 is attached.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

Kathleen Flanagan
for
Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

HP:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for California Department of Corrections and Rehabilitation

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 6/25/2025 Department: SHERIFF

Contract Begin Date: 7/1/2025 End Date: 6/30/2026 Grant: NO

*Oracle Award #: 124393 Org #: 39497 Amount: 108,167.76

Contact Person: MAYLA ALVARO Phone #: 858-495-5232

Contracting Agency/Grantor: CA DEPARTMENT OF CORRECTIONS AND REHABILITATIONS

Description: RCS Customer Agreement to provide radio access.

☐ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☒ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Brooks, David Digitally signed by Brooks, David Date: 2025.06.25 11:17:45 -07'00' Date: 6/25/2025

Approved By:

Group Finance Director: Karina Galvan Date: 7/1/25

County Counsel: Mark Day Date: 7/3/25

Chief Administrative Officer: Kathleen Flanning for Andrew Strong Date: 7/1/25

Office of Financial Planning: Angelina Kennedy Date: 7/8/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 26-01

San Diego County
SHERIFF'S OFFICE
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Mayla Alvaro, (858) 495-5232	Wireless Services Division, O-56	June 25, 2025

Subject:
RCS Customer Agreement for California Department of Corrections and Rehabilitation

To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1 Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office		X										
2 David Brooks, Manager, WSD, Sheriff's Office		X						X	X			
3. Karina Galvan, PSG		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG		X						X				
5. Mark Day, Sr. Deputy County Counsel		X						X				
6. Toroshinia Kennedy, Office of Financial Planning		X										
7. Andrew Potter, Clerk of the Board		X						X	X			X
8.												
9.												
10												

COMMENTS:
Please email the signed agreement to Mayla Alvaro @ mayla.alvaro@sdsheriff.org. Thank you.

SO 11 (06/03)

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

June 25, 2025

TO:	Andrew Strong, Deputy Chief Administrative Officer Public Safety Group	A-65
FROM:	David Brooks, Manager Wireless Services Division, Sheriff's Office	O-56

EXECUTION AND RATIFICATION OF REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for California Department of Corrections and Rehabilitation to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29. Ratification of agreement is requested since the start date preceded the execution of the agreement.

This agreement will generate an estimated annual revenue of $108,167.76 through June 30, 2026. This agreement does not exceed the $250,000 annual revenue limit.

The Board of Supervisors approved a waiver of full cost recovery of Board Policy B-29 for overhead costs for RCS program. A copy of the Minute Order (14), June 19, 2001 is attached.

This agreement supports the Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David H. Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for California Department of Corrections and Rehabilitation
Letter to the Clerk of the Board
Minute Order (14), June 19, 2001

STATE OF CALIFORNIA
DEPARTMENT OF TECHNOLOGY
OFFICE OF STATEWIDE TECHNOLOGY PROCUREMENT

STANDARD AGREEMENT

TECH 213 (rev. 08/2024)

AGREEMENT NUMBER
C5612441

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Corrections and Rehabilitation

CONTRACTOR NAME
County of San Diego

2. The term of this Agreement is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: $108,167.76
(One Hundred Eight Thousand One Hundred Sixty-Seven Dollars and Seventy-Six Cents)

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

EXHIBIT TITLE	*PAGES*
Exhibit A: Statement of Work	4
Exhibit A-1: DAPO Equipment List	3
Exhibit A-2: OCS Equipment List	1
Exhibit B: Budget Details and Payment Provisions for IT Public Entity	3
Exhibit B-1: Rate Sheet	1
Exhibit C: Special Provisions for IT Public Entity Agreements	10
Attachment 1: RCS Customer Agreement (DAPO)	7
Attachment 2: RCS Customer Agreement (OCS)	7

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		**Department of Technology (CDT), Office of Statewide Technology Procurement (OSTP) Use Only**
CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)* County of San Diego		California Department of Technology **APPROVED** Date _____ Signed _____ Office of Statewide Technology Procurement
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED 7/10/25	
PRINTED NAME AND TITLE OF PERSON SIGNING Andrew Potter Clerk of the Board		
ADDRESS 5595 Overland Avenue, Suite 101, San Diego, CA 92123		
STATE OF CALIFORNIA		
CONTRACTING AGENCY NAME California Department of Corrections and Rehabilitation		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		☐ EXEMPT PER:
CONTRACTING AGENCY ADDRESS 1960 Birkmont Drive, Rancho Cordova, CA 95742		

Approved as to form and legality
Office of County Counsel:

Mark Day

Mark Day, Senior Deputy County Counsel

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 7/9/25
Deputy Clerk of the Board Supervisors

COUNTY OF SAN DIEGO – IMPERIAL COUNTY
REGIONAL COMMUNICATION SYSTEM (RCS) - 800 MHZ RADIOS

A. PURPOSE

The County of San Diego, hereinafter referred to as the County, and the California Department of Corrections and Rehabilitation (CDCR), Division of Adult Parole Operations (DAPO), Southern Region, and the Office of Correctional Safety (OCS), agree to allow the CDCR the use of the County's 800 megahertz (MHz) Regional Communications System (RCS). The RCS is a wireless voice communication network that provides a high degree of coverage throughout San Diego County for the purpose of improving public safety and public service communications and interoperability.

The terms "shall" and "must" are considered by the CDCR to mean mandatory or required. The terms "may" or "can" are considered to be optional and are at the discretion of the CDCR.

B. TERM OF AGREEMENT

The term of this Agreement shall be July 1, 2025, through June 30, 2026.

C. AMENDMENT

This Agreement may be amended consistent with the terms and conditions of the Agreement and by mutual consent of both parties, subject to approval by the Office of Statewide Technology Procurement under PCC §12120 and the California Governor's Office of Emergency Services (CAL-OES), Public Safety Communications (PSC) Division, under Government Code § 15277.

If a change in service level is requested or required, the County will provide to CDCR a revised Exhibit B-1, Rate Sheet incorporating such changes. CDCR's subsequent invoices shall be adjusted in accordance with the changes, on a prorated basis, as necessary.

D. RCS NEXTGEN BOARD OF DIRECTORS

The CDCR acknowledges that use of the RCS is controlled by the County, acting with the authority of the County of San Diego Board of Supervisors, to administer the RCS. CDCR employees are precluded from serving in any official capacity in respect to RCS administration, management or operation. No actions by the RCS Board of Directors or the County of San Diego Board of Supervisors may be so broad in nature that they negatively alter or influence the operational or legal integrity of the CDCR.

All uses of the RCS network by the CDCR have been approved by the RCS NextGen Board of Directors. The CDCR continues to retain the authority over and responsibility for events occurring within its jurisdiction.

E. RCS NETWORK AND AUTHORIZED RADIOS

The CDCR agrees not to sell or transfer service on the RCS network to another agency or entity without prior approval from the County.

The CDCR agrees to provide and use only RCS authorized radios. The County agrees to provide the CDCR with specifications, including brands and models of radios and associated equipment authorized for use on the RCS. The CDCR agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

F. PROGRAMMING AND RE-PROGRAMMING

The CDCR agrees to reimburse the County at the rates specified in the Exhibit B-1, Rate Sheet. Included in these rates, the County agrees to establish initial talk groups and programming services for CDCR radios to operate on the RCS. The County further agrees to re-program CDCR radios when needed or when approved by the RCS Board of Directors. Additions, deletions and modifications may be assessed an additional charge as determined by RCS Board of Directors.

G. RADIO MAINTENANCE AND REPAIR

The CDCR shall repair and maintain all CDCR mobile and portable radios. Per Government Code § 15277, CAL-OES PSC is solely responsible for the maintenance of all State radios. The CDCR agrees to provide repaired radios to the RCS Wireless Service Unit for inspection prior to re-use.

H. CONFIDENTIALITY OF CDCR RADIO PROGRAMMING

The County considers programming of the RCS radios confidential, therefore CDCR shall not divulge RCS programming in any way to a non-RCS entity or person. The CDCR radios shall only be programmed by RCS Wireless Service Unit staff or authorized personnel. The CDCR is prohibited from re-programming RCS radios, including copying programming from one radio to another or dissembling RCS radio programming in any other manner.

I. CONNECTION TO THE RCS

Unless otherwise determined by a separate Agreement, the demarcation point between RCS network responsibility and the CDCR responsibility is the microwave radio channel bank equipment termination blocks that are used to interconnect the CDCR radio consoles and other electronic devices used for voice communications to

the channel banks. The CDCR shall be responsible for the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS network including the cost of telecommunications lines or microwave connections.

J. CDCR NETWORK ACCESS PRIORITY

The County shall have final authority regarding the level of network access priority that CDCR radios shall have on the RCS network.

K. TRAINING

The CDCR agrees to provide its users with approved RCS training. The CDCR also agrees to use only RCS authorized trainers, curriculum, and training materials to provide RCS training or re-training.

L. TERMINATION OF AGREEMENT

The County or CDCR, at the sole discretion of either, may terminate this Agreement by providing no less than sixty (60) days written notice to the other. Neither party shall incur any liability to the other by reason of such termination.

M. GRIEVANCE PROCEDURE

The CDCR has the right to submit a written grievance to the RCS Board of Directors for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CDCR grievance will be adjudicated by the RCS Borad of Directors at the earliest possible date. The RCS Borad of Directors decision is final. The RCS grievance procedure does not preclude the CDCR from seeking legal relief after exhaustion of the grievance procedure.

N. CONTACTS

CDCR DIVISION OF ADULT PAROLE OPERATIONS
Esmeralda Briseno
Supervisor, DAPO Southern Training Unit
Email: esmeralda.briseno@cdcr.ca.gov

CDCR OFFICE OF CORRECTIONAL SAFETY
Melissa Prill
Special Agent-In-Charge, Office of Correctional Safety
Email: melissa.prill@cdcr.ca.gov

CDCR CONTRACT ANALYST

Ashley Koewler
Information Technology (IT) Specialist I, IT Contract Procurement Unit
Email: Ashley.koewler@cdcr.ca.gov

CDCR CONTRACT MANAGER
Fon Chinn
Contract Manager, IT Contract Management Unit
Email: m_cdcreisitcontractmanagement@cdcr.ca.gov

San Diego District

Item #	Parole Unit	Classification	Radio Make/Model	Serial Number
1	Chula Vista 1	Parole Agent I	Motorola APX 8000	579CSM2360
2	Chula Vista 1	Parole Agent II	Motorola APX 8000	579CSM2392
3	Chula Vista 1	Parole Agent III	Motorola APX 8000	579CSM2361
4	Chula Vista 1	District Administrator	Motorola APX 8000	579CSM2362
5	Chula Vista 1	Parole Agent I	Motorola APX 8000	579CSM2365
6	Chula Vista 1	Parole Agent I	Motorola APX 8000	579CSM2367
7	Chula Vista 1	Parole Agent II	Motorola APX 8000	579CSM2359
8	Chula Vista 1	Parole Agent I	Motorola APX 8000	579CSM2368
9	Chula Vista 1	Parole Agent I	Motorola APX 8000	579CSM2336
10	Chula Vista 1	Parole Agent II	Motorola APX 8000	579CSP0024
11	Chula Vista 1	Parole Agent II	Motorola APX 8000	579CSM2448
12	Chula Vista 1	Parole Agent II	Motorola APX 8000	579CSM2450
13	Chula Vista 1	Parole Agent I	Motorola APX 8000	579CSM2435
14	Chula Vista 1	N/A	Motorola APX 8000	579CSM2314
15	Chula Vista 1	N/A	Motorola APX 8000	579CSM2315
16	Chula Vista 1	N/A	Motorola APX 8000	579CSM2316
17	Chula Vista 1	N/A	Motorola APX 8000	579CSM2317
18	Chula Vista 1	N/A	Motorola APX 8000	579CSM2403
19	Chula Vista 1	N/A	Motorola APX 8000	579CSM2404
20	Chula Vista 1	N/A	Motorola APX 8000	579CSM2410
21	Chula Vista 1	N/A	Motorola APX 8000	579CSP0025
22	Chula Vista 1	N/A	Motorola APX 8000	579CSM2508
23	Chula Vista 1	N/A	Motorola APX 8000	579CSM2376
24	Chula Vista 1	N/A	Motorola APX 8000	579CSM2513
25	Chula Vista 1	N/A	Motorola APX 8000	579CSM2357
26	Chula Vista 1	N/A	Motorola APX 8000	579CSM2386
27	Chula Vista 1	Parole Agent I	Motorola APX 8000	579CSM2370
28	Chula Vista 1	Parole Agent II	Motorola APX 8000	579CSM2358
29	Chula Vista 1	Parole Agent I	Motorola APX 8000	579CSM2505
30	Chula Vista 1	Parole Agent I	Motorola APX 8000	579TSM2971
31	Chula Vista 2	Parole Agent I	Motorola APX 8000	579CSM2406
32	Chula Vista 2	Parole Agent I	Motorola APX 8000	579CSM2383
33	Chula Vista 2	Parole Agent I	Motorola APX 8000	579CSM2385
34	Chula Vista 2	Parole Agent I	Motorola APX 8000	579CSM2389
35	Chula Vista 2	Parole Agent I	Motorola APX 8000	579CSM2395

36	Chula Vista 2	Parole Agent I	Motorola APX 8000	579CSM2378
37	Chula Vista 2	Parole Agent I	Motorola APX 8000	579CSM2397
38	Chula Vista 2	Parole Agent II	Motorola APX 8000	579CSM2384
39	Chula Vista 2	Parole Agent I	Motorola APX 8000	579CSM2401
40	East San Diego GPS	Parole Agent I	Motorola APX 8000	579CSM2452
41	East San Diego GPS	Parole Agent I	Motorola APX 8000	579CSM2516
42	East San Diego GPS	Parole Agent III	Motorola APX 8000	579CSM2409
43	East San Diego GPS	Parole Agent I	Motorola APX 8000	579CSM2412
44	East San Diego GPS	Parole Agent I	Motorola APX 8000	579CSM2413
45	East San Diego GPS	Parole Agent I	Motorola APX 8000	579CSM2434
46	East San Diego GPS	Parole Agent I	Motorola APX 8000	579CSM2436
47	East San Diego GPS	Parole Agent I	Motorola APX 8000	579CSM2437
48	East San Diego GPS	Parole Agent I	Motorola APX 8000	579CSM2438
49	East San Diego GPS	Parole Agent I	Motorola APX 8000	579CSM2439
50	El Cajon	Parole Agent I	Motorola APX 8000	579CSM2441
51	El Cajon	Parole Agent I	Motorola APX 8000	579CSM2442
52	El Cajon	Parole Agent I	Motorola APX 8000	579CSM2444
53	El Cajon	Parole Agent I	Motorola APX 8000	579CSM2445
54	El Cajon	Parole Agent I	Motorola APX 8000	579CSM2447
55	El Centro	Parole Agent I	Motorola APX 8000	579CSM2506
56	El Centro	Parole Agent I	Motorola APX 8000	579CSM2507
57	Seaport GPS	Parole Agent I	Motorola APX 8000	579CSM2451
58	Seaport GPS	Parole Agent I	Motorola APX 8000	579CSM2498
59	Seaport GPS	Parole Agent III	Motorola APX 8000	579CSM2517
60	Seaport GPS	Parole Agent I	Motorola APX 8000	579CSM2518
61	Seaport GPS	Parole Agent I	Motorola APX 8000	579CSM2382
62	Seaport GPS	Parole Agent I	Motorola APX 8000	579CSP0005
63	Seaport GPS	Parole Agent I	Motorola APX 8000	579CSP0009
64	Seaport GPS	Parole Agent I	Motorola APX 8000	579CSP0010
65	Seaport GPS	Parole Agent I	Motorola APX 8000	579CSP0018
66	Seaport GPS	Parole Agent II	Motorola APX 8000	579CSP0019
67	Seaport GPS	Parole Agent I	Motorola APX 8000	579CSP0020
68	Seaport GPS	Parole Agent I	Motorola APX 8000	579CSP0022
69	Escondido 1	Parole Agent I	Motorola APX 8000	579CSM2318
70	Escondido 1	Parole Agent I	Motorola APX 8000	579CSM2319
71	Escondido 1	Parole Agent I	Motorola APX 8000	579CSM2320
72	Escondido 1	Parole Agent I	Motorola APX 8000	579CSM2323

73	Escondido 1	Parole Agent I	Motorola APX 8000	579CSM2324
74	Escondido 1	Parole Agent II	Motorola APX 8000	579CSM2390
75	Escondido 1	Parole Agent I	Motorola APX 8000	579CSM2325
76	Escondido 1	Parole Agent I	Motorola APX 8000	579CSM2443
77	Escondido 1	Parole Agent I	Motorola APX 8000	579CSM2393
78	Escondido 1	Parole Agent I	Motorola APX 8000	579CSM2328
79	Escondido 1	Parole Agent I	Motorola APX 8000	579CSM2329
80	Escondido 1	Parole Agent I	Motorola APX 8000	579CSM2330
81	Escondido 1	Parole Agent I	Motorola APX 8000	579CSM2331
82	Escondido 1	Parole Agent I	Motorola APX 8000	579CSM2333
83	Escondido 1	Parole Agent III	Motorola APX 8000	579CSM2379
84	Escondido 1	Parole Agent I	Motorola APX 8000	579CSM2377
85	Inland GPS	Parole Agent I	Motorola APX 8000	579CSM2338
86	Inland GPS	Parole Agent I	Motorola APX 8000	579CSM2339
87	Inland GPS	Parole Agent I	Motorola APX 8000	579CSM2343
88	Inland GPS	Parole Agent I	Motorola APX 8000	579CSM2348
89	Inland GPS	Parole Agent I	Motorola APX 8000	579CSM2352
90	Inland GPS	Parole Agent I	Motorola APX 8000	579CSM2525

OFFICE OF CORRECTIONAL SAFETY (OCS) RADIO LIST

	SERIAL #	MODEL#
1	579CRX0594	Motorola APX 8000
2	579CRX0600	Motorola APX 8000
3	579CRX0532	Motorola APX 8000
4	579CRX0591	Motorola APX 8000
5	579CRX0597	Motorola APX 8000
6	579CRX0601	Motorola APX 8000
7	579CRX0578	Motorola APX 8000
8	579CRX0576	Motorola APX 8000
9	579CRX0549	Motorola APX 8000
10	579CRX0580	Motorola APX 8000
11	579CRX0544	Motorola APX 8000
12	579CRX0553	Motorola APX 8000
13	656CRM1663	Motorola APX 8000
14	656CRM1669	Motorola APX 8500
15	681CUX7986	Motorola APX 8500
16	656CRM1706	Motorola APX 8500
17	656CRM1705	Motorola APX 8500
18	656CRM1702	Motorola APX 8500
19	656CRM1667	Motorola APX 8500
20	656CRM1671	Motorola APX 8500
21	656CRM1174	Motorola APX 8500
22	656CRM1770	Motorola APX 8500
23	681CUX8059	Motorola APX 8500
24	656CRM1184	Motorola APX 8500

BUDGET DETAIL AND PAYMENT PROVISIONS FOR IT PUBLIC ENTITY

A. INVOICING AND PAYMENT

1. For services satisfactorily rendered, and upon receipt and approval of the Public Entity's invoices, the California Department of Corrections and Rehabilitation (CDCR) agrees to compensate the County in accordance with Exhibit A, Statement of Work and Exhibit B-1, Rate Sheet.

2. Invoices shall include the Agreement number and Purchase Order number and shall be submitted not more frequently than monthly in arrears to:

   California Department of Corrections and Rehabilitation
   Accounting Services Branch - Sacramento
   Attention: Accounts Payable A
   P.O. Box 187015
   Sacramento, CA 95818-7015
   Email: APA.Invoices@cdcr.ca.gov

3. Invoices shall be submitted to the address identified above. Concurrently, an electronic copy of the invoice shall be submitted to the Division of Adult Parole Operations (DAPO) analyst, Office of Corrections Safety (OCS) analyst and the CDCR Contract Manager. The designee(s) assigned to receive the electronic copy of the invoice will be:

   DAPO Analyst: Angie Jamias
   E-mail: angie.jamias@cdcr.ca.gov

   OCS Analyst: Latrece Smothers
   E-mail: latrece.smothers@cdcr.ca.gov

   CDCR Contract Manager:
   Attention: Fon Chinn
   m_cdcreisitcontractmanagement@cdcr.ca.gov

B. BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.

2. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this

Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

D. SUBCONTRACTORS

Nothing contained in this Agreement shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

E. CITY/COUNTY RATE INCREASE

It is understood that the City/County may regulate some or all of the Contractor's rates for services. In the event the City/County increases the rates that directly affect the services provided in this Agreement, the Contractor may, once during the term of the Agreement, request from the State an increase in the rates stated in this Agreement. The Contractor must submit a written request to the State with a copy of the resolution from the City/County listing the prior rates and new rates and effective date of the new rates.

F. ADVANCE PAYMENT FOR PUBLIC ENTITY

Pursuant to Government Code Section 6504, the Contractor may request an advance payment for the fiscal year(s) covered by this Agreement, which shall not exceed twenty-five percent (25%) of the annual project budget for each fiscal year (FY). In order to receive such payment, the Contractor is required to sign and return the "*Acknowledgment of Advance Payment Provisions*" before an advance payment warrant is issued.

The State shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each FY. Invoices submitted for payment by the Contractor, in accordance with the budget proposal, will be reduced by the monthly installment amount. In the event that submitted invoices are less than the monthly installment, the remaining balance will be deducted from subsequent invoices.

In the event the Agreement is canceled by either party, the Contractor agrees to repay the balance of any outstanding payments due the State for advance payments within thirty (30) days after the Agreement is canceled.

San Diego County – Imperial County

Regional Communications System (RCS) - 800 MHz Radios

TERM: JULY 1, 2025 THROUGH JUNE 30, 2026

DIVISION OF ADULT PAROLE OPERATIONS (DAPO) RADIOS:

Fiscal Year	Number of Radios	Monthly Charge	Monthly Total	Number of Months	Total Per Year
2025-26	90	$79.07	$7,116.30	12	$85,395.60
				DAPO CONTRACT AMOUNT	**$85,395.60**

OFFICE OF CORRECTIONAL SAFETY (OCS) RADIOS:

Fiscal Year	Number of Radios	Monthly Charge	Monthly Total	Number of Months	Total Per Year
2025-26	24	$79.07	$1,897.68	12	$22,772.16
				DAPO CONTRACT AMOUNT	**$22,772.16**

AGREEMENT TOTAL COST **$108,167.76**

Monthly Fee Changes: The monthly fee for Regional Communication System (RCS) operational costs will be reviewed and set annually by the RCS Board of Directors. The County reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective sixty (60) calendar days following written notice to the California Department of Corrections and Rehabilitation (CDCR).

A. CONTRACT DISPUTES WITH PUBLIC ENTITIES

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

B. RIGHT TO TERMINATE

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

C. ACCOUNTING PRINCIPLES

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a

contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

D. SUBCONTRACTING

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more that twenty-five (25) percent of the total contract amount or $50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

E. SUBCONTRACTOR/CONSULTANT INFORMATION

The Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the CDCR, IT Acquisitions Unit, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

F. EMPLOYMENT OF EX-OFFENDERS

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

1. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;

2. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).

3. Ex-Offenders required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or

4. Any ex-offender in a position which provides direct supervision of parolees, except in the following instances:

Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.

G. CONFLICT OF INTEREST

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

1. Contractors and Their Employees
   Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:
   a) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
   b) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
   c) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision <u>or</u> performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

2. Current State Employees
   a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
   b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
   c) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
      1) Using an official position for private gain;
      2) Giving preferential treatment to any particular person;
      3) Losing independence or impartiality;
      4) Making a decision outside of official channels; and

5) Affecting adversely the confidence of the public or local officials in the integrity of the program.

d) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

3. Former State Employees
   a) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
   b) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. With respect to work performed under this Agreement, the Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, with respect to work performed under this Agreement, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

H. DISCLOSURE

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

I. SECURITY CLEARANCE/FINGERPRINTING

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

J. NOTIFICATION OF PERSONNEL CHANGES

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

K. CONTRACT VIOLATIONS

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

The following provisions apply to services provided on departmental and/or institution grounds:

L. BLOOD BORNE PATHOGENS

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

M. TUBERCULOSIS (TB) TESTING

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

N. PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES AND DIVISION OF JUVENILE JUSTICE WARDS

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

1. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

2. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

   SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

3. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

   SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697: WIC 1712.

4. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

   SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

5. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

   SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

6. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

   SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

7. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

   SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

8. In an emergency situation the visiting program and other program activities may be suspended.

   SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

9. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

   SOURCE: CCR, Title 15, Section 3171 (b) (1) and 4696.

10. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

    SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177 and 4700(a)(1).

O. CLOTHING RESTRICTIONS

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/ white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

P. TOBACCO-FREE ENVIRONMENT

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

Q. PRISON RAPE ELIMINATION POLICY

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure

education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a contractor with the CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

R. SECURITY REGULATIONS

1. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.

2. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.

3. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.

4. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.

5. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.

6. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.

7. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.

8. No picketing is allowed on State property.

S. GATE CLEARANCE

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

San Diego County – Imperial County Regional Communications System (RCS)

Customer Agreement

RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ **of** _____, _____ *(To be filled in by Clerk of the Board).*
Day *Month* *Year*

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **California Department of Corrections and Rehabilitation – Division of Adult Parole Operations** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.

B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.

C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.

D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.

E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. ***Recitals:***

   The Recitals identified above are incorporated to this Agreement.

2. ***System Operation:***

   The COUNTY shall provide a wireless radio communications network for CUSTOMER's use.

3. ***Governance:***

   In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. ***Monthly Fees for RCS Use:***

   CUSTOMER agrees to pay the COUNTY **$79.07** per radio, per month, as may be modified by Section 6, for radios which CUSTOMER places in service on the RCS network.

5. ***Establishment of Initial Talk Group and Initial Programming:***

   COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

6. ***Monthly Fee Changes:***

   The monthly fee for RCS operational costs will be reviewed and set annually as recommended by the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

7. ***Payment of Fees:***

   COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

8. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

9. ***Radio Limit:***

CUSTOMER is not authorized to exceed **140** radios using the RCS without approval of the RCS BOD and COUNTY.

10. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

11. ***Radio Programming:***

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

12. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

13. ***Training:***

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

14. ***Radio Maintenance:***

CUSTOMER is responsible for maintenance and repair of its radio equipment. CUSTOMER agrees to provide repaired radios to COUNTY Wireless Services Division staff for inspection prior to reuse.

15. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

16. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

17. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

18. ***Coverage:***

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

19. ***Term of Agreement:***

The Agreement will expire on **June 30, 2026**.

20. ***Agreement Modification; Entire Agreement:***

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement.

21. ***Termination of Agreement:***

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

22. ***Grievance Procedure:***

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

23. ***Defense and Indemnity:***

1. Claims Arising From Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the CUSTOMER its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'CUSTOMER', from any claim, action or proceeding against CUSTOMER, arising solely out of the acts or omissions of County in the performance of this Customer Service Agreement for Radio Services. At its sole discretion, CUSTOMER may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. CUSTOMER shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising From Sole Acts or Omissions of CUSTOMER

The CUSTOMER hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of CUSTOMER in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve CUSTOMER of any obligation imposed by this Agreement. County shall notify CUSTOMER promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising From Concurrent Acts or Omissions

The County of San Diego ("County") hereby agrees to defend itself, and the CUSTOMER hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and CUSTOMER. In such cases, County and CUSTOMER agree to retain

their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

4. Joint Defense

Notwithstanding paragraph 3 above, in cases where County and CUSTOMER agree in writing to a joint defense, County and CUSTOMER may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CUSTOMER and County. Joint defense counsel shall be selected by mutual agreement of County and CUSTOMER. County and CUSTOMER agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and CUSTOMER further agree that neither party may bind the other to a settlement agreement without the written consent of both County and CUSTOMER.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and CUSTOMER may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Ashley Koewler
Information Technology Specialist I
California Department of Corrections and Rehabilitation
1900 Birkmont Drive,
Rancho Cordova, CA 95742

Tel: (916) 358-2127
Email: Ashley.koewler@cdcr.ca.gov

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

APPROVAL:
RCS Board of Directors

Graham Mitchell, City Manager
RCS BOD Chair

Date: 04/01/2025

APPROVAL:
County of San Diego

Andrew Potter
Clerk of the Board of Supervisors

Date: 7/10/25

APPROVAL:
California Department of Corrections and Rehabilitation – Division of Adult Parole Operations

Signature

Print Name

Title

Date: _____

Approved as to form and legality:
Office of the County Counsel

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 7/9/25
Deputy Clerk of the Board Supervisors

Mark Day
Mark Day, Senior Deputy

Date: 7/3/25

END OF AGREEMENT

San Diego County – Imperial County
Regional Communications System (RCS)

Customer Agreement

RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
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   COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

8. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

9. ***Radio Limit:***

CUSTOMER is not authorized to exceed **30** radios using the RCS without approval of the RCS BOD and COUNTY.

10. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

11. ***Radio Programming:***

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

12. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

13. ***Training:***

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

14. ***Radio Maintenance:***

CUSTOMER is responsible for maintenance and repair of its radio equipment. CUSTOMER agrees to provide repaired radios to COUNTY Wireless Services Division staff for inspection prior to reuse.

15. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

16. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

17. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

18. ***Coverage:***

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

19. ***Term of Agreement:***

The Agreement will expire on **June 30, 2026**.

20. ***Agreement Modification; Entire Agreement:***

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement.

21. ***Termination of Agreement:***

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

22. ***Grievance Procedure:***

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

23. ***Defense and Indemnity:***

1. Claims Arising From Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the CUSTOMER its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'CUSTOMER', from any claim, action or proceeding against CUSTOMER, arising solely out of the acts or omissions of County in the performance of this Customer Service Agreement for Radio Services. At its sole discretion, CUSTOMER may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. CUSTOMER shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising From Sole Acts or Omissions of CUSTOMER

The CUSTOMER hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of CUSTOMER in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve CUSTOMER of any obligation imposed by this Agreement. County shall notify CUSTOMER promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising From Concurrent Acts or Omissions

The County of San Diego ("County") hereby agrees to defend itself, and the CUSTOMER hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and CUSTOMER. In such cases, County and CUSTOMER agree to retain

their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

4. Joint Defense

Notwithstanding paragraph 3 above, in cases where County and CUSTOMER agree in writing to a joint defense, County and CUSTOMER may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CUSTOMER and County. Joint defense counsel shall be selected by mutual agreement of County and CUSTOMER. County and CUSTOMER agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and CUSTOMER further agree that neither party may bind the other to a settlement agreement without the written consent of both County and CUSTOMER.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and CUSTOMER may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Ashley Koewler
Information Technology Specialist I
California Department of Corrections and Rehabilitation
1900 Birkmont Drive,
Rancho Cordova, CA 95742

Tel: (916) 358-2127
Email: Ashley.koewler@cdcr.ca.gov

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

APPROVAL:
RCS Board of Directors

Graham Mitchell, City Manager
RCS BOD Chair

Date: 04/01/2025

APPROVAL:
California Department of Corrections and Rehabilitation – Office of Correctional Safety

Signature

Print Name

Title

Date: _____

APPROVAL:
County of San Diego

Andrew Potter
Clerk of the Board of Supervisors

Date: 7/10/25

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: _____ Date: 7/9/25
Deputy Clerk of the Board Supervisors

Approved as to form and legality:
Office of the County Counsel

Mark Day
Mark Day, Senior Deputy

Date: 7/3/25

END OF AGREEMENT

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, JUNE 19, 2001

MINUTE ORDER NO. 14

SUBJECT: **SHERIFF 800 MHZ REGIONAL COMMUNICATIONS SYSTEM (RCS) CUSTOMER AGENCIES AGREEMENTS; RCS TRUST FUND; RCS NETWORK OPERATING COST FEES AND FY 01-02 BUDGET; LOST/FOUND RADIO REWARD PROGRAM; B-29 OVERHEAD COSTS (District: All)**

OVERVIEW:

Participation in RCS by the City of Lemon Grove and customer agencies
At the direction of the RCS Board of Directors, agreements have been developed to formalize the use of the RCS network by the City of Lemon Grove and 18 customer agencies. Lemon Grove will finance its principal share ($507,985) of the RCS network infrastructure over 14 years, with annual payments of $53,473 commencing in May 2001. This is conditioned on the waiver of past RCS interest costs in the amount of $124,906. The agreement will provide Lemon Grove with full partnership in the RCS. The 18 customer agencies have each signed non-partner customer agreements for RCS network use. These agreements will result in $181,741 recurring annual revenue to the RCS program, assuming the number of subscriber units remains the same. The RCS Board of Directors recommends Board of Supervisors approval of these agreements.

Establishment of RCS Trust Fund
The RCS Board of Directors requests the establishment of an interest bearing Trust Fund to assist in funding the ongoing enhancement and eventual replacement of the RCS infrastructure. The RCS Trust Fund would be initially funded with $308,122 of over-realized FY 99-00 Network Operating Cost (NOC) revenue collected from RCS agencies. Over-realized revenue from FY 00-01 will also be deposited into the Trust Fund.

Establishment of FY 01-02, RCS/NOC fees and RCS FY 01-02 budget
The RCS Board of Directors recommends that the Board of Supervisors approve the FY 01-02 monthly RCS charges per radio for participating member agencies and the RCS FY 01-02 budget.

Establishment of a reward program for return of lost/found RCS radios
At the direction of the RCS Board of Directors, an RCS Lost/Found Radio Reward Program has been developed to encourage the return of misplaced or stolen RCS affiliated radios. The estimated $1,500 annual cost of this program will be shared by all RCS subscribers as part of their monthly Network Operating Cost (NOC). The RCS Board of Directors recommends Board of Supervisors approval of this program.

Waiver of full cost recovery of B-29 overhead costs for RCS program
The RCS Board of Directors recommends the permanent waiver of overhead costs for the RCS program, except vehicle, telephone, mail/postage service, rents/leases, facilities maintenance, utilities and other services/supplies overhead costs which have been approved by the RCS Board of Directors and are currently being paid. Other overhead costs have not been assessed on the RCS program in the past, and this request is for the Board of Supervisors to permanently waive this requirement.

Use of RCS by Public Safety Agencies during Santana and Granite Hills High School Incidents
The recent tragic shooting events at Santana and Granite Hills high schools have underscored the effectiveness of the RCS as a command and control tool for public safety agencies. Numerous agencies responding to these events were able to communicate effectively with each other and provide critical public safety services to the citizens affected by these tragedies.

RCS Strategic Vision
The RCS supports the County's Strategic Initiative to strengthen county-wide efforts to make the region a safer place to live and visit by increasing community accountability for public safety. The RCS is administered by the RCS Board of Directors who represent the numerous agencies throughout the County that utilize this regional public safety communications system. The RCS greatly benefits the citizens of the County of San Diego.

FISCAL IMPACT:
Recommendations 1 and 2
The $177,918 in FY 01-02 overhead costs of the RCS program will continue to be absorbed by the County of San Diego General Fund as they have been since the RCS program began in 1995. The exceptions will be vehicle, telephone, mail/postage service, rents/leases, facilities maintenance, utilities and other services/supplies overhead costs which have been approved by the RCS Board of Directors and are currently being paid.

Recommendations 3 and 4
Funds coming from the City of Lemon Grove will benefit the County General Fund by reducing the County share of ongoing network operational costs that support the Sheriff's Department Wireless Services Unit budget. In accordance with the March 1995 RCS Agreement, Lemon Grove has agreed to pay $507,985 of principal towards the infrastructure of the RCS in exchange for full partnership in the RCS, conditioned on the waiver of past RCS interest costs in the amount of $124,906. The County is currently paying the debt service payment for this principal amount. Upon Board of Supervisors approval, Lemon Grove will pay $507,985 amortized over 14 years at 5.65% interest. Their first annual payment in the amount of $53,473 will be made in May 2001. Lemon Grove will also assume ongoing RCS NOC charges of approximately $30,538 per year, depending on the number of radios used. Additionally, Lemon Grove will pay RCS NOC charges of $44,492 for the period of time they have already used the RCS network.

Recommendation 5
Per the attached RCS Customer Service Agreements, 18 new customer agencies have agreed to pay a monthly fee to receive RCS service. These agencies will generate approximately $181,741 in FY 00-01 NOC revenue. Additionally, these agencies will pay approximately $47,277 in RCS NOC charges for the period of time they have already used the RCS network. This will result in approximately $229,018 of FY 00-01 RCS NOC over-realized revenue.

Recommendation 6
The fiscal impact of future agreements with new RCS agencies will be presented annually to Board of Supervisors for approval.

Recommendations 7 and 8
The RCS Trust Fund will be funded with $308,122 from over-realized FY 99-00, RCS/NOC revenue collected from RCS agencies; and over-realized FY 00-01, RCS/NOC revenue from Lemon Grove and 18 RCS non-partner customer agencies.

Recommendation 9
The FY 01-02 monthly RCS charges per radio will generate $1,540,016 in revenue from non-County agencies utilizing the RCS network.

Recommendation 10
The cost of the $1,500 reward program for the return of lost/found RCS radios will be shared by all RCS subscribers as part of their monthly NOC charges.

RECOMMENDATION:
SHERIFF

1. Waive Board Policy A-91, Mid-Year Budget Changes.

2. Waive Board Policy B-29, Full Cost Recovery, regarding FY 01-02 overhead costs for the RCS program, except vehicle, telephone, mail/postage service, rents/leases, facilities maintenance, utilities and other services/supplies overhead costs which have been approved by the RCS Board of Directors and are currently being paid.

3. Approve Lemon Grove's partnership in the RCS and authorize the Clerk of the Board to execute their agreement with the County of San Diego effective March 20, 2001.

4. Waive past RCS interest for Lemon Grove in the amount of $124,906.

5. Approve the 18 RCS non-partner customer agency agreements, adopt the resolution to approve the contract with California Department of Corrections and authorize the Clerk of the Board to execute their agreement with the County of San Diego.

6. Authorize the RCS Board of Directors, with guidance and concurrence of the County's Auditor and Controller, to enter into agreements mid-year with new RCS agencies and return annually for ratification of agreements by County Board of Supervisors.

pg 6

7. Establish an interest bearing RCS Trust Fund for over-realized NOC revenue collected from RCS agencies.

8. Establish appropriations of $308,122 in the Sheriff's Department for initial funding of the RCS Trust Fund based on fund balance available from FY 99-00 RCS/NOC over-realized revenue. (4 Votes)

9. Approve the FY 01-02 monthly RCS charges per radio for participating member agencies, and the RCS FY 01-02 budget as recommended by RCS Board of Directors.

10. Authorize the establishment of a $1,500 reward program for the return of lost/found RCS radios. Limit the reward per radio to $100.

ACTION:
ON MOTION of Supervisor Cox, seconded by Supervisor Roberts, the Board of Supervisors took action as recommended, on Consent, adopting Resolution No. 01-180, untitled: A RESOLUTION OF THE COUNTY OF SAN DIEGO TO APPROVE CONTRACT NO. P00.4021 WITH THE CALIFORNIA DEPARTMENT OF CORRECTIONS.

AYES: Cox, Jacob, Slater, Roberts, Horn

State of California)
County of San Diego) ss

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors

By _____
Denise McClendon, Deputy

BOARD OF SUPERVISORS
SAN DIEGO COUNTY, CALIFORNIA

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

July 30, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN SAN DIEGO STATE UNIVERSITY AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is a revenue agreement with the San Diego State University and the County of San Diego, Sheriff's Office, for San Diego Futbol Club (SDFC) vs Tigres Futbol game at Snapdragon Stadium, August 1, 2025. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed $112,621.24. The exact amount will be determined by the amount of cost for actual usage.

Accordingly, please ratify the attached documents and when fully executed, email a copy, and return two (2) copies of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Christy Moreno
Christy.Moreno@sdsheriff.org
Mail Stop: O-41

If you have any questions regarding this request, please contact Christy Moreno the Administrative Analyst at (858) 315-9615.

Andrew Strong
Deputy Chief Administrative Officer

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 7/30/25 Department: SHERIFF

Contract Begin Date: 8/1/25 End Date: 8/1/25 Grant: NO

*Oracle Award #: 509071 Org #: 39690 Amount: $112,621.24

Contact Person: Christy Moreno Phone #: (858) 314-9615

Contracting Agency/Grantor: San Diego State University

Description: Law Enforcement Security Services for the San Diego Futbol Club (SDFC) vs Tigres Futbol Game at Snapdragon Stadium

☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Molina, Rina Digitally signed by Molina, Rina Date: 2025.07.30 12:55:12 -07'00' Date: 7/30/25

Approved By:

Group Finance Director: Karina Avalos Date: 7/30/25

County Counsel: Mark Day Date: 7/31/25

Chief Administrative Officer: Date: 7/30/25

Office of Financial Planning: Angelina Kennedy Date: 7/31/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 26-08

San Diego County
SHERIFF'S OFFICE
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Christy Moreno, (858) 314-9615	MSB - Contracts	July 30, 2025

Subject:

Ratification: Reimbursable Services Agreement - San Diego State University, San Diego Futbol Club (SDFC) vs Tigres Futbol Game at Snapdragon Stadium August 1, 2025 - $112,621.24

To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Sheriff's Contract Manager RM		✓						✓				
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group KG		✓						✓				
3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety Group		✓						✓				
4. Mark Day, Sr. Deputy County Counsel M.D.		✓						✓				
5. Toroshinia Kennedy, Office of Financial Planning TK		✓						✓				
6. Andrew Potter, Clerk of the Board RS for AP		✓						✓				✓
7.												
8.												
9.												
10.												

COMMENTS:

Other: Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop O-41

Thank you.

SO 11 (06/24)

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

July 30, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN SAN DIEGO STATE UNIVERSITYAND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with San Diego State University to provide law enforcement security services for the San Diego Futbol Club (SDFC) vs Tigres Futbol Game at Snapdragon Stadium, on August 1, 2025. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed $112,621.24. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 314-9615 if you have any questions. After your approval, we will route the contract for signatures.

This contract supports the Board of Supervisor's Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

KELLY A. MARTINEZ, SHERIFF

for *Rina Molina*
Dane Gapuz, Manager
Sheriff's Office, Contracts Division

REIMBURSABLE SERVICES AGREEMENT
AMONG SAN DIEGO STATE UNIVERSITY, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO COUNTY SHERIFF RSA #11

SECURITY SERVICES

THIS AGREEMENT made and entered into this 29th day of July 2025 by and between San Diego State University (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and REQUESTOR jointly intend that REQUESTOR will fund and COUNTY will provide a level of law enforcement services as set forth in this Agreement.

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the San Diego Futbol Club (SDFC) and Tigres Futbol game at Snapdragon Stadium.

2. The term of this Agreement shall commence on August 1, 2025, at 1300, and shall continue in effect through and terminate after August 1, 2025, at 2300.

3. COUNTY Coordinator of this Agreement shall be Captain McEvoy, (619) 929-4393.

4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.

5. This Agreement may be amended in writing by mutual consent of the parties hereto.

6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.

7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.

8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.

9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Department at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

10.1. The COUNTY shall fully indemnify and hold harmless the REQUESTOR, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any worker's compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or an contract labor provider retained by the COUNTY, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

The REQUESTOR shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR.

Indemnification related to Acts or Omissions, Negligence.

10.2. **Claims Arising from Sole Acts or Omissions of COUNTY.** The County of San Diego, (COUNTY), hereby agrees to defend and indemnify REQUESTOR and its agents, officers, and employees (hereinafter collectively referred to in section 10 as the 'REQUESTOR'), from any claim, action or proceeding against the REQUESTOR arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At their sole discretion, REQUESTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. REQUESTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

10.3. **Claims Arising from Sole Acts or Omissions of REQUESTOR.** REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.

10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own

legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

10.5. **Joint Defense.** Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.

10.6. **Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

11. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To REQUESTOR:

San Diego State University Police Department
POC: Hank Turner, Asst. Chief
5500 Campanile Drive
San Diego, CA 92182
(619) 322-1132
hturner@sdsu.edu

To SHERIFF:
Sheriff Contracts Division
County of San Diego
P. O. Box 939062
San Diego, CA 92193-9062

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

12. This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.

14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the day and year first written above.

SAN DIEGO COUNTY
SHERIFF'S OFFICE

Rina Molina
Signature

Principal Accountant
Title/Rank

Rina Molina
Print Name

CHIEF GREGORY MURPHY
SDSU POLICE DEPARTMENT

Gregory Murphy
Signature

Chief
Title/Rank

Gregory Murphy
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

Mark Day
Signature- Senior Deputy County Counsel

Mark Day
Print Name

COUNTY OF SAN DIEGO

Signature- Clerk of the Board

Andrew Potter
Print Name

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: Deputy Clerk 07/31/2025

Do not sign this contract at the station level. Please forward three originals to the Contracts Division (O-41) for signature on behalf of the County.

3 Signed Originals
DISTRIBUTION:
1 – Requestor
1 – Station/Facility/Division File
1 – Contracts Division

EXHIBIT A

COST ESTIMATE

August 1, 2025 1300-2300	# of POSITIONS	# of HOURS	# of MILES	RATE or COST *WITH OVERHEAD**	TOTAL
MFF PLATOON					
Deputy	44	10.0		$ 156.85	$ 69,014.00
Sergeant	5	10.0		$ 191.26	$ 9,563.00
Lieutenant	1	10.0		$ 218.61	$ 2,186.10
SUPPORT MFF					
EPD Lieutenant	1	10.0		$ 218.61	$ 2,186.10
SED Grenadiers Deputy	8	10.0		$ 156.85	$ 12,548.00
CIU Detective Deputy	6	10.0		$ 156.85	$ 9,411.00
UAS Operator Deputy	4	10.0		$ 156.85	$ 6,274.00
				Sub-Total	$ 111,182.20
				TOTAL	$ 111,182.20
Vehicle Minimum or Mileage	24			$ 59.96	$ 1,439.04
Motorcycle Mileage					$ -
				TOTAL	$ 1,439.04
				TOTAL ESTIMATED COSTS	$ 112,621.24

*USE CURRENT FY RATE WITH OVERHEAD. IF NO SERGEANT WILL BE PRESENT AT EVENT, USE RATE WITH SERGEANT'S SUPPPORT AND OVERHEAD.

Deposit Required $

Contact the Sheriff's Office Contracts Management Unit at (858) 314-9615 for assistance.

COSD CLERK OF THE BOARD
2025 AUG 11 PM2:46

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

July 23, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is a revenue agreement with the State of California Department of Forestry and Fire Protection (CAL-FIRE), and the County of San Diego, Sheriff's Office, for the intermittent use of aircraft for firefighting services for CAL-FIRE for the period of September 1, 2025 to September 1, 2026. The exact start date will be upon signature by CAL-FIRE and will terminate one year later.

The value of this contract will not exceed $250,000. The exact amount will be determined by the amount of cost for actual usage.

Please execute and return one (1) copy of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Rina Molina
Mail Stop: O-41

Additionally, kindly send an electronic copy to Rina.Molina2@sdsheriff.gov.

If you have any questions regarding this request, please contact Rina Molina at (858) 289-9905.

Andrew Strong
Deputy Chief Administrative Officer

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 7/23/25 Department: Sheriff

Contract Begin Date: 9/1/25 End Date: 9/1/26 Grant: No

*Oracle Award #: 508231 Org #: 39686 Amount: $250,000

Contact Person: Rina Molina Phone #: (858) 289-9905

Contracting Agency/Grantor: CA Dept. of Forestry- CAL FIRE

Description: Lease agreement for the intermittent use of aircraft (fire fighting helicopters for CAL FIRE).

☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Gapuz, Dane Digitally signed by Gapuz, Dane Date: 2025.07.24 08:46:36 -07'00' Date: 07/24/2025

Approved By:

Group Finance Director: Karen Galvan Date: 7/30/25

County Counsel: [illegible] Date: 8/6/25

Chief Administrative Officer: [illegible] Date: 7/31/25

Office of Financial Planning: Prophinia Kennedy Date: 8/6/25

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* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TC OFP#: 26-12

San Diego County
SHERIFF'S DEPARTMENT

MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Rina Molina, (858) 289-9905	MSB- Contracts Mgt Procurement	July 23, 2025

Subject:
Cal Fire FY25-26- Call When Needed (CWN) Helicoper Services Agreement

To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Contracts Manager DG		X										
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group KG		X						X				
3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety		X						X				
4. Mark Day, Sr. Deputy County Counsel MD		X						X				
5. Toroshinia Kennedy, Office of Financial Planning TK		X						X				
6. Andrew Potter, Clerk of the Board AP		X						X				X
7.												
8.												
9.												
10.												

COMMENTS:

Please return one (1) signed copy of the agreement to Rina Molina, Contracts Division, Mail Stop: 041 and email an electronic copy to Rina.Molina2@sdsheriff.gov.

Thank you.

SO 11 (06/03)

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

July 23, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Services Bureau, is entering into a revenue agreement with the State of California Department of Forestry and Fire Protection (CAL FIRE) for the intermittent use of aircraft for firefighting services for CAL-FIRE for the period of September 1, 2025 to September 1, 2026. The exact start date will be upon signature by CAL-FIRE and will terminate one year later.

The value of this contract will not exceed $250,000. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions. After your approval, we will route the contract for signatures.

This contract supports Safety under the Community Initiative of the County of San Diego's 2025-2030 Strategic Plan by enhancing the Sheriff's ability to operate the medium-lift fire/rescue aircraft during actual fire/rescue missions resulting in improved emergency response and preparedness.
.

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz

Dane Gapuz, Manager
Sheriff's Contracts Division

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
Aviation Management Unit
5500 Price Avenue
Mc Clellan, CA 95652
(916) 561-3333
Website: www.fire.ca.gov

Dear Operator:

The California Department of Forestry and Fire Protection (CAL FIRE) is currently soliciting Call-When-Needed (CWN) emergency fire airplane services from commercial airplane operators. Once approved and established in the state directory, these aircraft can be called on to assist CAL FIRE in mitigating fire incidents throughout California.

If you are still waiting for 2025 interagency aircraft/pilot carding but still have a current CAL FIRE CWN agreement, we encourage waiting until that process is complete before submitting your packet. We are granting agreement extensions on a case-by-case basis (with current aircraft and pilot cards, insurance, etc.) for those who need additional time and would like to get their CAL FIRE CWN agreement renewal date aligned with your annually scheduled interagency aircraft and pilot carding.

Please note, we are processing these agreements electronically with digital signatures all done in DocuSign. All packets and required attachments should be submitted in the DocuSign solicitation. Instructions are following this letter.

The required content will be familiar for operators re-applying with aircraft and pilots who are currently Interagency carded. For any operator with aircraft or pilot(s) that requires carding, please see the included carding instructions.

2025 items to note:

- Contract Aerial Resource Standards (CARS)
- An accountable executive will upload a roster of company personnel and complete the CARS Signature page on behalf of the company and its personnel. The CARS Signature page is no longer required to be signed by all company personnel.
- We are requesting you provide us with your pilot roster with your submission in Excel format.
- Discontinuing taking action of insurance documents mailed to us from your insurance company. We will only update insurance when emailed by your company.
- Replacing DUNS number with UEI (Unique Entity ID). Operators can obtain a UEI at https://sam.gov/.

Once a CWN packet has been reviewed, properly completed, and approved, you will receive an email directly from Aviation Management notifying you of your executed contract and that you've been updated in HEMS. CAL FIRE cannot order, dispatch or pay for a CWN aircraft unless that resources are listed and current in that directory. Please keep in mind that factors used in prioritizing operators are avionics capability, price, location, and response time. In the State of California preference is also given to certified DVBE and small businesses.

Once received, the following items must be placed in each aircraft:

a. CURRENT Interagency Aircraft Data Card.
b. Approved COPY of FC107, CAL FIRE Lease Agreement. (Without this document, payments may be delayed.)
c. Several blank FC115, Intermittent Use Aircraft Pre-Hire Information forms.
d. Ensure pilot has CURRENT pilot card with him/her.

This is important because, as a reminder, approved agency operators are required to advise Aviation Management if an aircraft arrives at an incident without the required "Interagency" approval card(s). The aircraft and pilot cannot be placed into service until properly carded, and the aircraft will likely be released from the incident without payment.

Even though your Agreement will be good for a year, please note that your insurance Pilot Card(s) and/or Aircraft Data Card(s) may expire before that. We must have your renewal insurance certificate Pilot Cards(s), and renewed Aircraft Data Card(s) by that date to avoid lapse in your dispatch status. Please email updated documents to RW.CWN.Management@fire.ca.gov. We have discontinued updating insurance from letters mailed to us automatically from insurance companies. The insurance must be emailed by your company.

Finally, this agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Therefore, expeditious handling of the Agreement is appreciated.

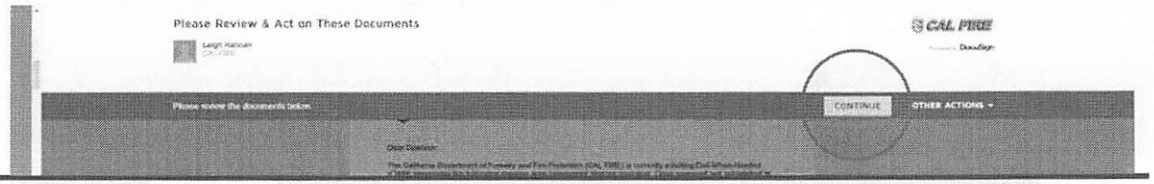
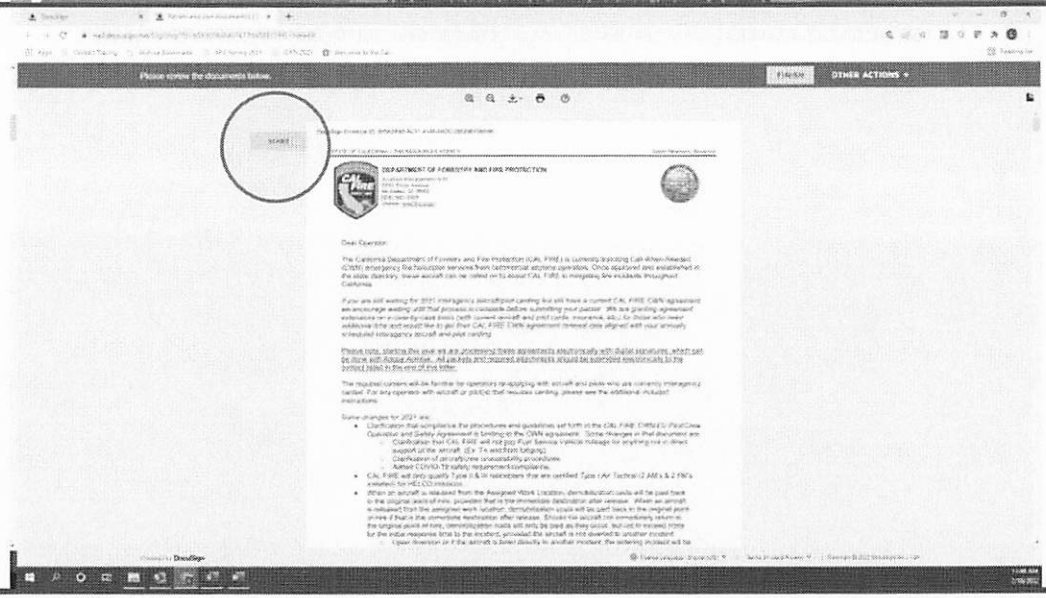
For any additional questions, please contact:

California Department of Forestry and Fire Protection
Aviation Management Unit
5500 Price Avenue
McClellan, CA 95652
Attn: Ben Berman, Helicopter Program Manager
RW.CWN.Management@fire.ca.gov

The following is included:

1. CAL FIRE Call-When-Needed solicitation letter (2 pages)
2. CWN DocuSign Instructions (5 pages)
3. FC-107RW, Lease Agreement for the Intermittent Use of Aircraft (2 pages) (2 Additional FC-107RW forms are provided for additional aircraft.) (2 pages)
4. Appendix A, Intermittent Requirements Agreement; Exhibit C,General Terms and Conditions 04/2017; Exhibit D, General & Special Terms and Conditions; and Exhibit E, Additional Provisions (14 pages)
5. Packet Checklist (2 pages)
6. STD 204, State of California Payee Data Record (2 pages) and STD 205 Payee Data Record Supplement (2 pages) (Important Note: The mailing address entered here should be the physical address that payment is sent to. The envelopes sent will not be forwarded, they will be returned to the state controller if they are not valid mailing addresses).
7. CAL FIRE-20 (& 720 only if needed) and CCC-04/2017 forms. Contractor Certification Clauses (9 pages total)
8. FC-115, Intermittent Use Aircraft Pre-Hire Information (2 pages)
9. Contract Aerial Resource Standards, version 3 (CARS) (147 pages)
10. Contract Aerial Resource Standards Agreement Letter (Accountable Executive will sign on behalf of the company and its personnel.) (1 page)

Directions for filling out DocuSign CWN Contract

1	**Open DocuSign contract solicitation email sent to you**
2	Click **Review Documents**
3	Click **Continue** 
4	Click **Start** 

Directions for filling out DocuSign CWN Contract

5

Checklist Form

This is a guide to aid you in submitting a completed package. Initial each item on page 1 by clicking on the box. The second page has some required attachments, and some optional attachments. The required attachments must be attached for the contract to proceed to CAL FIRE for processing.

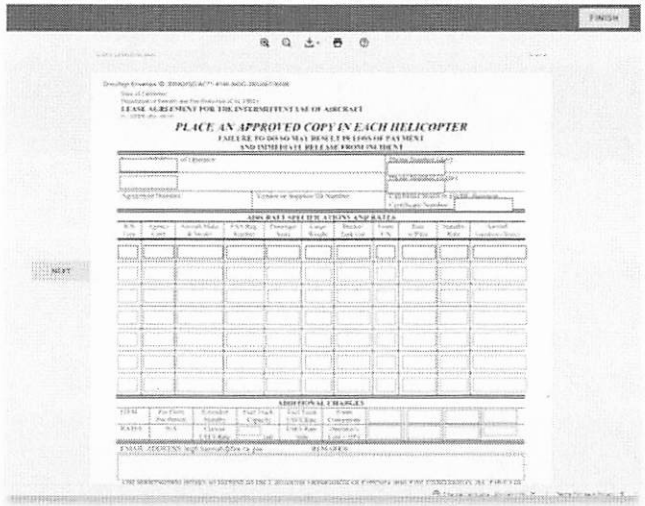
To attach, click on the attach icon and upload file(s) specific to that item. For example, aircraft card, only attach aircraft cards on this attachment. You can add multiple separate files here.
Click **Done** when you are finished.

The image will change from yellow to grey after files have been attached. If you need to add more files later, click on the grey icon and proceed with additional attachments.

5

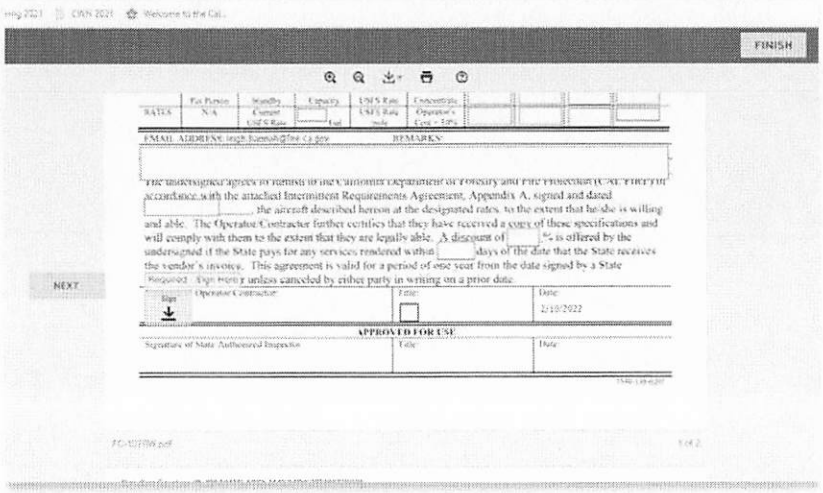
FC 107 Form

Fill out fields as needed. Fields in red are required.There are extra 107 forms included if you need more than one.



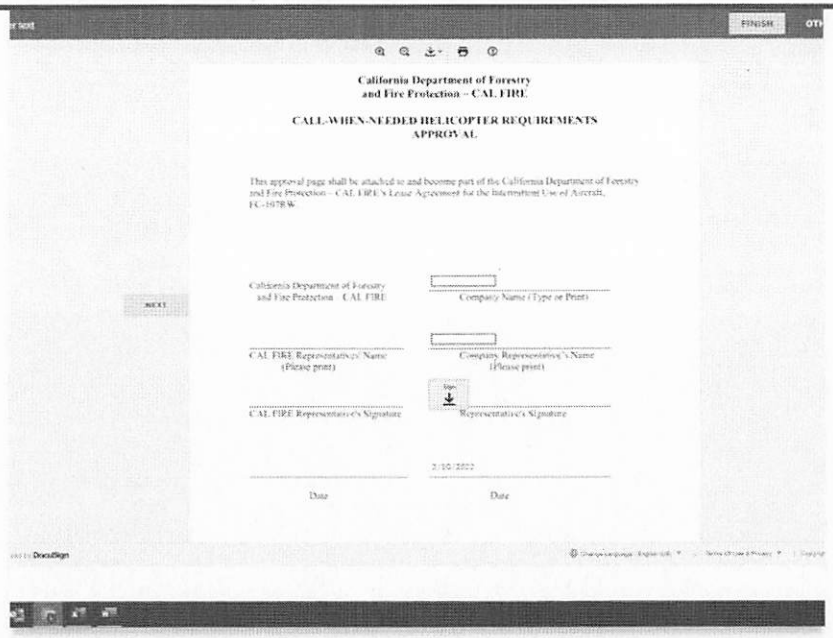
Directions for filling out DocuSign CWN Contract

6 When form is completed, click the **Signature** icon and add title.



7 **Appendix A Form**

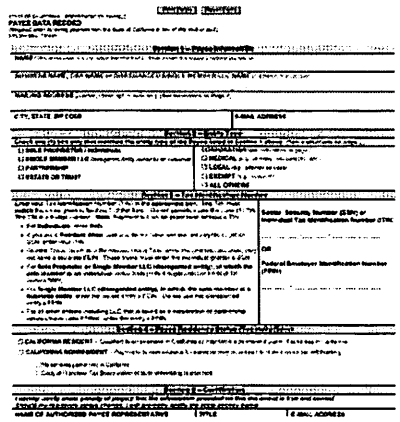
Type in your company name, your name, click **Signature**.

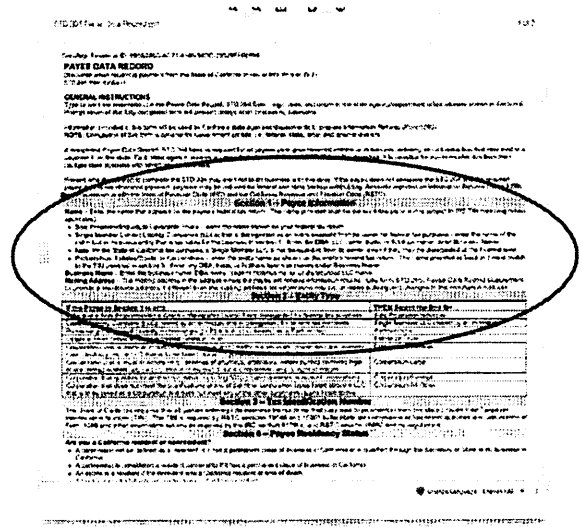


Directions for filling out DocuSign CWN Contract

8 Payee Data Record STD. 204

Fill out the form according to the instructions on page 2 of the STD 204 form. Please pay special attention to the instructions on **Section 1 - Payee Information** as errors in this section commonly hold up payments or contract processing.





If your remit to address is different than the address associated with your tax record notated at the top of the STD 204, and the State database hasn't been updated to reflect this, you may need to fill out the **STD 205 as well**, but only if the payment will go to a different location. Our CAL FIRE office will inform you if necessary.

9 Contractor Certification Form CAL FIRE 20

Fill out top section as required. Click **Signature. Initial option A or B.**
If you initialed A, you must fill out and initial the next form, CAL FIRE 720 Darfur Contracting Act Vendor Certification. If you initialed B, you will skip that form.

10 Supplemental Pages

The remainder of the pages will be supplemental pages that are part of the contract.

11 Finishing the DocuSign

Directions for filling out DocuSign CWN Contract

Click **Finish** to end the document. If there are any required fields that were skipped, DocuSign will take you back to them for action. Only when all required fields are completed will DocuSign finalize your contract and automatically send it to Aviation Management.

You can fill this out in stages. It will save what has been done. You will know the contract has been sent when you no longer get prompts when you click the **Finish** button and there is a notification that your DocuSign is complete.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

State of California
Department of Forestry and Fire Protection (CAL FIRE)

LEASE AGREEMENT FOR THE INTERMITTENT USE OF AIRCRAFT

FC-107RW (Rev. 04/18)

PLACE AN APPROVED COPY IN EACH HELICOPTER

FAILURE TO DO SO MAY RESULT IN LOSS OF PAYMENT AND IMMEDIATE RELEASE FROM INCIDENT

Name and Address of Operator:		Phone Number (day):
SAN DIEGO SHERIFF AVIATION UNIT		(619) 956-4934
1745 N. Marshall Avenue, El Cajon, CA 92020		Phone Number (night): (619) 956-4934
Agreement Number:	Vendor or Supplier ID Number:	California Small or DVBE Business Certificate Number:

AIRCRAFT SPECIFICATIONS AND RATES

ICS Type	Agency Card	Aircraft Make & Model	FAA Reg. Number	Passenger Seats	Cargo Weight	Bucket/ Tank Gal.	Foam Y/N	Rate w/Pilot	Standby Rate	Aircraft Location (State)
2	Cal Fire	Bell 205 A1++	N549RL	9	1400	375	N	6,894.52	6,894.52	CA
2	Cal Fire	Bell 205 A1++	N107BZ	9	1400	375	N	6,894.52	6,894.52	CA
2	Cal Fire	Bell 205 A1++	N449RC	9	1400	375	N	6,894.52	6,894.52	CA
2	Cal Fire	Bell 412 EPX	N989RL	9	1400	375	N	6,894.52	6,894.52	CA
3	Cal Fire	Bell 407 GXi	N670PC	5	NA	NA	N	3,223.24	3,223.24	CA
3	Cal Fire	Bell 407 GXi	N319MW	5	NA	NA	N	3,223.24	3,223.24	CA
3	Cal Fire	Bell 407 GXi	N313DP	5	NA	NA	N	3,223.24	3,223.24	CA

ADDITIONAL CHARGES

ITEM	Per Diem Per Person	Extended Standby	Fuel Truck Capacity	Fuel Truck USFS Rate	Foam Concentrate				
RATES	N/A	$50	Gal	USFS Rate /mile	Operator's Cost + 10%				

EMAIL ADDRESS: rina.molina2@sdsheriff.gov UEI #: SG98APEZBLZ6 Remarks:

The undersigned agrees to furnish to the California Department of Forestry and Fire Protection (CAL FIRE) in accordance with the attached Intermittent Requirements Agreement, Appendix A, signed and dated _____, the aircraft described hereon at the designated rates, to the extent that he/she is willing and able. The Operator/Contractor further certifies that they have received a copy of these specifications and will comply with them to the extent that they are legally able. A discount of _____% is offered by the undersigned if the State pays for any services rendered within _____ days of the date that the State receives the vendor's invoice. This agreement is valid for a period of one year from the date signed by a State Authorized Inspector unless canceled by either party in writing on a prior date.

Signature of Operator/Contractor:	Title:	Date:
	Clerk of the Board of Supervisors	8/12/25

APPROVED FOR USE

Signature of State Authorized Inspector	Title:	Date:

7540-130-0207

Approved: _____ Kelly A. Martinez, Sheriff

Approved as to form and legality: _____ Mark Day, Sr. County Counsel

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: _____ Date: 8/12/25
Deputy Clerk of the Board Supervisors

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

FC-107RW INSTRUCTIONS

ENTRIES

1. NAME/ADDRESS - Operator's name and mailing address.
2. PHONE NUMBER - Operator's day time and emergency night phone number.
3. AGREEMENT NUMBER – CAL FIRE use only.
4. VENDOR or Supplier ID Number – Enter it if you know it. Otherwise leave blank.
5. CALIFORNIA CERTIFIED SMALL BUSINESS/DVBE – Enter your current number.
6. ICS TYPE - I, II, III.
7. AGENCY CARD - Indicate the agency that has issued the current aircraft data card, i.e., USFS, DOI, CAL FIRE.
8. AIRCRAFT MAKE & MODEL, FAA REG NUMBER – Self-explanatory.
9. PASSENGER SEATS - Enter number of valid passenger seats, not including pilot(s).
   Enter "**R**" if aircraft is restricted category.
7. CARGO WEIGHT - Enter useful load.
8. BUCKET/TANK GALLONS - Enter bucket/tank capacity.
9. FOAM - Enter Y/N (Yes/No) for foam/retardant capability.
10. RATE W/PILOT - Includes fuel being provided by operator.
11. STANDBY RATE - ICS Type Helicopter: I II III IV
    Standby Rate (Hours): 4 3 2 1
13. AIRCRAFT LOCATION (STATE) - Indicate the state in which the aircraft will be located this fire season.
14. PER DIEM – Vendors are requested to incorporate their Per Diem costs for all company employees on the incident into their Hourly and Standby aircraft rates. CAL FIRE will no longer pay Per Diem for Helicopter Vendors as a separate rate.
15. EXTENDED STANDBY - Current CAL FIRE rate for each person for each hour beyond normal duty day (nine hours). (Note: This $50 rate is effective for 2020.)
16. FUEL TRUCK GALLONS - State size of fuel truck offered. Additional fuel trucks may be added as additional ITEMS.
17. FUEL TRUCK USFS RATE - Current USFS rate for size fuel truck offered. NOTE: "USFS Rate" has been pre-entered on the form.
18. FOAM CONCENTRATE - Operator's purchase price plus 10% handling fee.
19. ADDITIONAL ITEMS - Space is provided for additional miscellaneous equipment.
20. EMAIL ADDRESS/DUNS #/REMARKS – Enter current, valid email address and DUNS #. If you are a CA Certified Small Business or California Certified Disabled Veteran Business Enterprise, so indicate by placing your stamp in the remarks section. You must include the date of current certification. Enter other remarks as needed.
21. DISCOUNT RATE – Self-explanatory.
22. Attach the signature page of Appendix A, Call-When-Needed Helicopter Requirements Agreement, to this Agreement. Enter date of Appendix A on this Agreement.

OPERATOR'S INSTRUCTIONS

1. If aircraft have been approved by another agency, complete this agreement and attach copies of all aircraft data cards and pilot approval cards issued by that agency. Submit documents to a CAL FIRE inspector pilot. If CAL FIRE issues the card, the inspector pilot will approve this agreement
2. **PLACE A COPY OF THIS APPROVED AGREEMENT IN EACH AIRCRAFT ALONG WITH THE DATA CARD. FAILURE TO DO SO MAY RESULT IN RELEASE FROM THE INCIDENT AND/OR LOSS OR SUBSTANTIAL DELAY OF PAYMENT.**

(Rev. 04/18)

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

State of California
Department of Forestry and Fire Protection (CAL FIRE)

LEASE AGREEMENT FOR THE INTERMITTENT USE OF AIRCRAFT

FC-107RW (Rev. 04/18)

PLACE AN APPROVED COPY IN EACH HELICOPTER

FAILURE TO DO SO MAY RESULT IN LOSS OF PAYMENT AND IMMEDIATE RELEASE FROM INCIDENT

Name and Address of Operator: SAN DIEGO SHERIFF AVIATION UNIT		Phone Number (day): (619) 956-4934
1745 N. Marshall Avenue, El Cajon, CA 92020		Phone Number (night): (619) 956-4934
Agreement Number:	Vendor or Supplier ID Number:	California Small or DVBE Business Certificate Number:

AIRCRAFT SPECIFICATIONS AND RATES

ICS Type	Agency Card	Aircraft Make & Model	FAA Reg. Number	Passenger Seats	Cargo Weight	Bucket/ Tank Gal.	Foam Y/N	Rate w/Pilot	Standby Rate	Aircraft Location (State)
3	Cal Fire	Bell 407 GXi	N709WG	5	NA	NA	N	3,233.24	3,223.24	CA

ADDITIONAL CHARGES

ITEM	Per Diem Per Person	Extended Standby	Fuel Truck Capacity	Fuel Truck USFS Rate	Foam Concentrate				
RATES	N/A	$50	Gal	USFS Rate /mile	Operator's Cost + 10%				

EMAIL ADDRESS: rina.molina2@sdsheriff.gov UEI #: SG98APEZBLZ6 Remarks:

The undersigned agrees to furnish to the California Department of Forestry and Fire Protection (CAL FIRE) in accordance with the attached Intermittent Requirements Agreement, Appendix A, signed and dated _____, the aircraft described hereon at the designated rates, to the extent that he/she is willing and able. The Operator/Contractor further certifies that they have received a copy of these specifications and will comply with them to the extent that they are legally able. A discount of _____% is offered by the undersigned if the State pays for any services rendered within _____ days of the date that the State receives the vendor's invoice. This agreement is valid for a period of one year from the date signed by a State Authorized Inspector unless canceled by either party in writing on a prior date.

Signature of Operator/Contractor:	Title: Clerk of the Board of Supervisors	Date: 8/12/25

APPROVED FOR USE

Signature of State Authorized Inspector	Title:	Date:

7540-130-0207

Approved: Kelly A. Martinez, Sheriff

Approved as to form and legality: Mark Day, Sr. County Counsel

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: _____ Date: 8/12/25
Deputy Clerk of the Board Supervisors

APPENDIX A

SCOPE OF WORK

SCOPE OF WORK

1. Vendor agrees to provide to the California Department of Forestry and Fire Protection (CAL FIRE) aerial support to firefighting operations as described herein:

   Vendor shall provide all self-contained facilities, materials, labor, equipment, tools, permits, taxes, transportation and fees to provide call-when-needed aircraft listed on the accompanying FC-107FW and/or FC-107RW, at the designated rates, to the extent that he/she is willing and able.

2. This Agreement will commence upon approval by CAL FIRE, and no work shall begin before that time. This Agreement is of no effect unless approved by CAL FIRE. Vendor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by CAL FIRE Representative.

3. This Agreement shall expire one year from the date signed by an authorized CAL FIRE representative unless canceled on a prior date by either party in writing.

4. Contract Aerial Resources Standards (CARS) is the ruling document for all call-when-needed (CWN) policies and procedures and will be provided to the Vendor during solicitation.

5. Exhibit C, General Terms and Conditions, GTC-04/2017, are attached hereto as part of this agreement.

6. Exhibit D (Special Terms and Conditions) and Exhibit E (Additional Provisions) are also attached hereto as part of this agreement.

Call-When-Needed Agreement Compliance Process

1. **Approval Process:**

   a. All call-when-needed (CWN) agreements will be processed in accordance with Contract Aerial Resource Standards (CARS) Chapter 2-7.

   b. All CWN operators and equipment shall comply with Contract Aerial Resource Standards, and all policy and procedures contained therein is incorporated into this agreement by reference.

   c. It is the Operator's responsibility to submit copies of new aircraft and pilot data cards to CAL FIRE when they are issued.

   d. It is the Operator's responsibility to submit copies of renewed insurance policies to CAL FIRE before the pervious insurance expiration date. Failure to update insurance requirements may cause a lapse in dispatch status.

2. **Dispatch Process**

   a. Dispatch procedures are outlined in CARS, Chapter 9.

   b. CAL FIRE DOES NOT GUARANTEE the placement of any orders for service under this lease agreement and the operator is not obligated to accept any orders. However, once the operator accepts an order they are obligated to perform in accordance with the terms and conditions stated herein.

3. **Base Check-in Process**

   a. Base check-in procedures are outlined in CARS, Chapters 9 and 14.

   b. If the aircraft is immediately pressed into service without a Base check-in, automatic flight following takeoff time shall be utilized as the time of departure. By the end of the first day the aircraft shall be formally checked in with the helicopter manager or air tanker base manager (ATBM).

4. **Operational Procedures, Flight Planning and Conduct of Flight Operations**

   a. Flight planning and conduct of flight operations are outlined in CARS, Chapters 10 and 11.

   b. The aircraft shall be operated in compliance with all CAL FIRE policies and procedures governing aircraft operations, to include but not limited to the Contract Aerial Resource Standards (CARS).

   c. Helicopters shall not be hired for special missions, (i.e. water drops) unless they are approved and have the necessary associated equipment, (i.e. water bucket).

5. **Tactical Operations Procedures**
    a. Tactical operations procedures are outlined in CARS, Chapter 13.
6. **Check-out Process**
    a. Check-out procedures are outlined in CARS, chapter 9 and 19.
    b. Check out with a responsible CAL FIRE officer. A CAL FIRE Performance Evaluation shall be filed on each aircraft used by CAL FIRE. If the services provided by the Vendor are less than satisfactory, they may be removed from the CWN directory.
    c. A pay document will be initiated by a CAL FIRE officer and signed by the pilot verifying flight time and rates. Upon any dispute the operator agrees that this will be the guiding document.
    d. CWN aerial resources will be compensated for no greater than the flight back to the point of hire. If a CWN aerial resource travels to a location that is less than the distance to the point of hire, the contractor will be compensated for only that distance. Sanctions against a vendor may be sought if vendors misrepresent their destination.
7. **Aviation Safety and Mishap Reporting**
    a. Aviation safety and mishap reporting is outlined in CARS, Chapter 12.
8. **Aircraft Sustainment**
    a. Aircraft sustainment and safety of flight is of utmost importance in conducting safe fire suppression operations. Aircraft sustainment policy is outlined in CARS, Chapter 16
9. **Payment Process**
    a. Payment reconciliation process is outlined in CARS, Chapter 17.
10. **Flight Crew Qualifications**
    a. Flight Crew qualifications are outlined in CARS, Chapter 18.
11. **Evaluations, Resolutions, and Appeals:**
    a. Evaluations, resolutions, and appeals procedures are outlined in CARS, Chapter 19.
12. **Summary**
    a. The above requirements and operating procedures are the minimum standards CAL FIRE will accept for CWN aircraft and pilots.
    b. An authorized representative of the operator and CAL FIRE shall sign this agreement.

California Department of Forestry and Fire Protection – CAL FIRE

INTERMITTENT REQUIREMENTS AGREEMENT APPROVAL

This approval page shall be attached to and become part of the California Department of Forestry and Fire Protection – CAL FIRE's Lease Agreement for the Intermittent Use of Aircraft, FC-107RW or FC-107FW.

California Department of Forestry and Fire Protection – CAL FIRE	SAN DIEGO SHERIFF AVIATION UNIT Company Name (Type or Print)
CAL FIRE Representatives' Name (Please print)	Andrew Potter, Clerk of the Board of Supervisors Company Representative's Name (Please print)
CAL FIRE Representative's Signature	Representative's Signature
Date	8/12/25 Date

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: _____ Date: 8/12/25
Deputy Clerk of the Board Supervisors

Approved: _____
Kelly A. Martinez, Sheriff

Approved as to form and legality
_____
Mark Day, Sr. County Counsel

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

    a. The following terms are in addition to the defined terms and shall apply to the Contract:

        1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

    b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

    c. Notification shall be provided to the State designee identified in this Contract.

    d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

    e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

    f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D

(Special Terms and Conditions)

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

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

2. **Settlement of Disputes**

   In the event of a dispute, within 10 days of discovery of the problem, Vendor shall file a "Notice of Dispute" with:

   California Department of Forestry and Fire Protection
   Attention: CAL FIRE Project Representative
   P.O. Box 944246
   Sacramento, CA 94244-2460

   Within 10 days of CAL FIRE receiving Vendor's notice, the Contracts Representative or designee shall advise Vendor of the findings and recommend a method to resolve the dispute. Decision of the Contracts Representative or designee shall be final.

   In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Right to Terminate**

   A. Termination for Cause

   The agreement can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7. Termination for Cause)

   B. Termination without Cause

   The State reserves the right to terminate this agreement subject to 30 days written notice to the Vendor. Vendor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

4. **Retention of Records/ Audits**

   A. Vendor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (GC § 8546.7, PCC § 10115 et seq., CCR Title 2, §1896). Vendor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

   B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

5. **Sub Vendors**

   A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CAL FIRE and any Sub Vendors, and no subcontract shall relieve Vendor of its responsibilities and obligations hereunder. Vendor agrees to be as fully responsible to CAL FIRE for the acts and omissions of its Sub Vendors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Vendor. Vendor's obligation to pay its Sub Vendors is an independent obligation from CAL FIRE obligation to make payments to Vendor.

   B. Any substitution of Sub Vendors shall comply with the requirements of Public Contract Code Sections 4100 et seq. and must be approved in writing by CAL FIRE Project Representative in advance of assigning work to a substitute Sub Vendor.

5. **Non-Solicitation**

Vendor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or contracted by Vendor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. **Laws to be Observed**

Vendor shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Vendor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Vendor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Vendor, its Sub Vendor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Vendor shall immediately report the same to CAL FIRE Project Representative in writing.

7. **Evaluation of Vendor**

Performance of the Vendor under this Agreement will be evaluated. The evaluation shall be prepared on a CAL FIRE-230 Performance Evaluation form and maintained in the Agreement file. CAL FIRE reserves the right to share CAL FIRE 230 Performance Evaluation forms with other Government entities upon request.

8. **Agency Liability**

The Vendor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

10. **Vendor Name Change**

Vendor shall provide a written notice to the State at least 30 days prior to any changes to the Vendor's current legal name.

11. **Health and Safety**

A. Vendor and all Sub Vendors shall abide by all health and safety mandates issued by federal, state, and local governments and/or public health officers as well as those issued by CAL FIRE, and worksite specific mandates. If multiple mandates exist, the Vendor and Sub Vendors shall abide by the most restrictive mandate. The term "employee", "worker", "state worker" or "state employee" in health and safety mandates includes Vendor and Sub Vendor personnel.

B. Costs associated with adhering to health and safety mandates are the responsibility of the Vendor. Vendor is responsible for the tracking and compliance of health and safety mandates and may be audited upon request.

12. **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO

directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Vendor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Vendor advance written notice of such termination, allowing Vendor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT E

(Additional Provisions)

ADDITIONAL PROVISIONS

1. **Insurance Requirements**

A. General Provisions Applying to All Policies

1) Deductible and Premiums

a) Vendor is responsible for any deductible or self-insured retention contained within the insurance program.

b) The Department will not provide for nor compensate Vendor for any insurance premiums or costs for any type or amount of insurance.

2) Coverage Term and Policy Cancellation or Termination:

a) Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by CAL FIRE project representative at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.

b) Vendor shall provide, to CAL FIRE project representative within five (5) business days, following receipt by Contactor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Vendor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

3) Primary Clause: Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

4) Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

5) The Department will not provide for nor compensate Vendor for any insurance premiums or costs for any type or amount of insurance.

6) Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If Vendor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: https://www.dgs.ca.gov/ORIM.

7) When Vendor submits a signed contract to the State, Vendor shall furnish to the State a certificate of insurance stating that all required insurance is in effect for the Vendor.

B. General and Commercial Liability Insurance

1) Vendor shall provide commercial general liability insurance of not less than **$1,000,000.00** per occurrence for bodily injury and property damage liability combined in effect for the Vendor.

2) The policy shall include coverage for liabilities arising out of premises, operations, independent Vendors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Vendor's limit of liability.

3) The certificate of insurance will include the following provision in its entirety:

That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.

4) The additional insured endorsement must accompany the certificate of insurance.

5) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

C. Worker's Compensation Insurance

Vendor shall provide Worker's Compensation Insurance with Waiver of Subrogation in favor of the State of California. Employer's liability shall be not less than **$1,000,000.00**. The following clause should be included: "Waiver of Subrogation in favor of the State of California or in favor of CAL FIRE:" By signing this Agreement, the Vendor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If Staff provided by the Vendor is defined as independent Vendors, this clause does not apply.

D. Commercial Automobile Insurance on Owned, Hired, and/or Non-Owned vehicles.
Vendor shall provide Commercial Automobile Insurance on Owned, Hired, and/or Non-Owned vehicles of not less than **$1,000,000.00** policy. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

E. Aircraft Liability
Vendor shall maintain Aircraft Liability with limits of not less than **$3,000,000.00** per occurrence and not less than **$6,000,000.00** aggregate. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

F. Available Coverages/Limits
In the event the insurance coverages obtained by Vendor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to Vendor shall also be available and applicable to the State.

2. Regulations

A. Vendor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Vendor's expense.

B. Vendor shall cooperate with the CAL FIRE authorities and shall observe and comply with all regulations presently in force on CAL FIRE grounds.

3. Americans with Disabilities Act

By signing this contract, the Vendor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

4. License and Permits

A. The Vendor shall be an individual or firm currently licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract. In the event the Vendor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

B. If you are a Vendor located within the State of California, a business license from the city/county in which you are headquartered is necessary however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Vendor outside the State of California, you will need to submit to the CAL FIRE Contracts Unit a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

C. If Vendor is a California or foreign corporation, Vendor must be registered and active/in good standing with the California Secretary of State.

D. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Vendor agrees to provide CAL FIRE Project Representative a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Vendor fails to keep in effect at all times all required

license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

5. **Tax Delinquencies Contract Ban**

Public Contract Code section 10295.4 provides that a state agency shall not enter into any contract for goods or services with a Vendor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. This prohibition applies to contracts executed on or after July 1, 2012. FTB and BOE will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. Starting July 1, 2012, prior to executing contracts, state agencies must check the FTB and BOE lists to ensure the proposed awardee/vendor is not on either list.

6. **Debarment and Suspension Certification**

A. Vendor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Vendor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2) has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years;

3) does not have a proposed debarment pending; and

4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to CAL FIRE. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

7. **Small Business or Disabled Veteran Business Enterprise Certification**

Vendor and/or Sub Vendor(s) shall maintain its status as a DGS certified SB/MB or DVBE, as applicable, throughout the term of this Agreement.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
Aviation Management Unit
5500 Price Avenue
Mc Clellan, CA 95652
(916) 561-3333
Website: www.fire.ca.gov

Initial or N/A	Items to be Completed
	FC-107RW: Please read and comply with the instructions on page 2 of the FC-107RW document. Signed by an authorized company representative at the bottom page of the FC 107 and return for further processing. The date the CAL FIRE Aviation Officer signs the signature blank of this document will determine when your Agreement expires **(one year from the date signed by CAL FIRE).**
	When possible, CAL FIRE will give preference to California Certified Small or DVBE businesses. If current, enter your Small or DVBE number in this blank. Make sure you use your SB stamp (if applicable) and date of expiration of your SB or DVBE certification in the REMARKS section of the FC-107RW form. **Failure to enter your SB or DVBE expiration date in the remarks section may result in your SB/DVBE status not being considered**. Please add a valid email address in the appropriate blank.
	CAL FIRE is requesting you submit your daily "Hourly" and/or "Standby Rate" to include all per diem (lodging and meals) pay for your crews. Example: 2) Additional Charges - Enter the following items and rates where needed: Per Diem / Extended Standby / Fuel Truck / Other Equipment "N/A" (pre-entered) / $50 (pre-entered) / "N/A" (pre-entered) / Operator cost
	Please provide a primary contact email address for CAL FIRE CWN-related business. Also provide company UEI# If additional REMARKS are necessary, please use available space on additional FC-107/RW forms.
	Appendix A (Rev. 05/25/18): This is a binding Agreement/contracting document and lays out the terms to which your company/agency is agreeing.
	Payee Data Record (STD 204): Once this document is properly filled-out and received by CAL FIRE, they will issue your company a "Vendor Number." This document must be filled out clearly and completely. We request operators fill out a new STD 204 form each year, as often things change in vendor information (address, zip code, etc.) and the STD 204 is the only way that the CAL FIRE Business Office can update your vendor information. **Make sure your mailing address is the location you want payment sent to, that it matches your tax records, is the same address you put on the contract, and matches the remit to address on your invoices. All must be consistent to avoid payment delays.**
	Contractor Certification Clauses (CCC 04/2017 and CAL FIRE-20). The CCC and CAL FIRE-20 forms contain clauses and conditions that may apply to your agreement and to persons doing business with the State of California. Please sign, initial where required and return the first page of the current CCC 04/2017 and the first page of the CAL FIRE-20 form. Failure to do so will prohibit the State of California from doing business with your company. Blank 1 (a) or (b) on the CAL FIRE-20 form requires initials. If your company has done business activities outside of the United States in the previous three years, please execute the CAL FIRE- 720 form and return. If your company has NOT had business activities outside of the United States in the previous three years, please do not fill out nor return the CAL FIRE-720 form.

	For Canadian or other foreign operators, submit a W8BEN or W8BEN-E form: https://apps.irs.gov/app/picklist/list/formsInstructions.html?value=w-8&criteria=formNumber. This is required to add your company to the State payment database in order for us to reimburse for services.
	Provide a copy of your FAA Part 135/137 certification and list of Part 135-Approved aircraft, if applicable.
	Provide Copies of the following Insurance Certifications showing stated values detailed in Exhibit E: 1. General Commercial and Commercial Liability Insurance 2. Aircraft Liability Insurance 3. Worker's Compensation Insurance 4. Commercial Automobile Insurance on Owned, Hired, and/or Non-Owned Vehicles 5. All insurance certifications must state: a. Coverage will not be canceled without 30 days written notice to the State of California b. "State of California, its officers, agents and employees" as additional insured.
	Attach a CURRENT copy of Interagency Data Card for each aircraft that is listed on the FC-107RW form. If a card is not included with your Agreement documents, please explain why the card is not included and when you expect to have the aircraft carded. • Make sure to use the following format when naming Aircraft Data Cards: **NXXXXX_2025_Data_Card.PDF** • Only one aircraft per file, unless an error occurs. • If you receive an error message while uploading Data Cards, first combine all aircraft Data Cards into one PDF file. If you still receive an error message, upload one aircraft data card into DocuSign and email the remaining aircraft data cards to RW.CWN.Management@fire.ca.gov
	Provide the following CARS and pilot documents: • **Signed CAL FIRE Contract Aerial Resource Standards (CARS) Agreement Letter (included).** • **CURRENT** copies of Interagency Pilot cards, front and back side, for each pilot that will operate aircraft listed on the FC-107RW. As a convenience, the following link will allow the Accountable Executive to sign the CARS Agreement Letter and upload images of current pilot cards directly to CAL FIRE. **As a reminder, CAL FIRE must receive the CARS Agreement Letter and Pilot Data Cards, front and back, for each pilot. Failure to provide these documents will prevent completion of the CWN agreement.**
	Provide in Excel format a roster of company personnel (operator, mechanic, fuel truck driver) and all pilots that will operate aircraft listed on the FC-107RW. Make sure to identify between Captain and First Officer.

As a reminder, the accountable manager/executive shall submit a roster of each o

Remit to: Contracts Division PO Box 939062, San Diego CA 92193-9062

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

County of San Diego

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) Government Entity

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1600 Pacific Highway

Requester's name and address (optional)

6 City, state, and ZIP code

San Diego, CA 92101

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

9 5 – 6 0 0 0 9 3 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Katherine Lindrick Date 4/16/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Print Form | Reset Form

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PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ - ___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐No services performed in California

☐Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS
Rina Molina		rina.molina2@sdsheriff.gov

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION	
MAILING ADDRESS	**FAX**	**TELEPHONE** *(include area code)*

CITY	STATE	ZIP CODE	E-MAIL ADDRESS

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS
Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:
Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

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STATE OF CALIFORNIA – STATE CONTROLLER'S OFFICE

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)

STD 205 (New 03/2021)

Payee Information (must match the STD 204)

NAME (*Required. Do not leave blank.*)	TAX ID NUMBER (*Required*) SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204
BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (*If different from above*)	

Additional Remittance Address Information

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- ***The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.***

1	REMITTANCE ADDRESS (number, street, apt or suite no.)		
	CITY	STATE	ZIP CODE
2	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
3	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
4	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
5	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE

Additional Contact Information

Use the fields below to provide additional Authorized Representatives for the Payee if applicable.

1	CONTACT NAME	
	TELEPHONE (*Include area code*)	EMAIL
2	CONTACT NAME	
	TELEPHONE	EMAIL
3	CONTACT NAME	
	TELEPHONE	EMAIL

Certification

I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.

By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE (Print or Type name)	TITLE	E-MAIL ADDRESS
Rina Molina		rina.molina2@sdsheriff.gov
SIGNATURE X	DATE	TELEPHONE (*Include area code*)

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 - Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record Supplement, STD 205. Sign, date, and return to the state agency/department with a completed STD 204. Prompt return of the fully completed forms will prevent delays when processing payments.

Purpose – Completion of this form (STD 205) is optional. Payees may use this form to provide remittance addresses or contact information in addition to the 1099 information return mailing address provided on the STD 204. This form shall only be used in conjunction with the STD 204, and will not be accepted without a STD 204.

Please note: The State of California Government will issue 1099 information returns to the mailing address provided on the most recently dated form STD 204 validated by the Payee. Addresses provided on this form (STD 205) will be used for remittance purposes only. If the payee would like to update the address for receiving 1099 information returns, please complete the STD 204.

Payee Information: The Payee's Tax ID number (TIN) and Name (including any Business, DBA, or Disregarded LLC names) are required. This information is subject to TIN matching via the IRS database for validation. Payee Information provided in this section must clearly match the STD 204. Any discrepancies may result in delays of payment, up to and including denial of the request.

Name – Enter the name of the Payee. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Tax ID Number-The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Additional Remittance Address Information - Enter the Payee's additional remittance address(s) that are not listed on STD 204. Up to five (5) addresses may be provided on this form. The Payee may provide additional remittance addresses on a second STD 205 form if needed.

Additional Contact Information - Enter the Payee's additional or updated contact information. Up to three contacts may be identified on this form. Payee may provide additional contacts on a second STD 205 if needed.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of the STD 204 form.

STATE OF CALIFORNIA
Department of Forestry and Fire Protection

Contractor Certification Clauses for Services

CAL FIRE-20 (Rev. 05/15) (Page 1 of 3)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Firm Name (Printed)	*Federal ID Number*
SAN DIEGO SHERIFF AVIATION UNIT	
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Andrew Potter, Clerk of the Board of Supervisors	
Date Executed 8/12/25	*Executed in the County of* San Diego

ATTENTION CONTRACTOR: Please be sure to initial clauses, where required.

1. DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720: Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.

CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:

_____ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

____ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: _____ Date: 8/12/25
Deputy Clerk of the Board Supervisors

2. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

3. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
b. Establish a Drug-Free Awareness Program to inform employees about:
   1) the dangers of drug abuse in the workplace;
   2) the person's or organization's policy of maintaining a drug-free workplace;
   3) any available counseling, rehabilitation and employee assistance programs; and,
   4) penalties that may be imposed upon employees for drug abuse violations.
c. Every employee who works on the proposed Agreement will:
   1) receive a copy of the company's drug-free workplace policy statement; and,
   2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

Approved: _____
Kelly A. Martinez, Sheriff

Approved as to form and legality
_____
Mark Day, Sr. County Counsel

4. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

5. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE-PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California:

1. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**

2. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

3. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

4. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

5. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

7. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

8. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

9. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

10. PREVAILING WAGES: (Rates can be viewed at www.dir.ca.gov/DLSR)

1) In accordance with the provisions of Section 1770 and 1773 of the Labor Code, contractor and any subcontractor shall conform to the general prevailing wages as determined by the Director of Industrial Relations. Copies of these wage rate determinations or amendments may be reviewed at the principal office of the contracting agency.
2) In accordance with Labor Code section 1813, contractor shall forfeit to the State a penalty of twenty-five dollars ($25) for each calendar day or portion thereof for any of contractor's workers or subcontractors paid less than the stipulated prevailing wage.
3) Contractor further agrees to pay each worker the difference between the actual amount paid for each calendar day or portion thereof, and the stipulated prevailing wage rate. This provision does not apply to properly registered apprentices.
4) In accordance with Labor Code sections 1810, 1811, and 1814, the maximum hours a worker will be employed is limited to eight (8) hours a day and 40 hours a week, except as permitted below. Contractor shall forfeit twenty-five dollars ($25) per day as a penalty to the State for each worker employed under the contract in violation of this law.
5) In accordance with Labor Code section 1815, contractor is permitted to employ workers more than eight (8) hours a day and 40 hours a week at not less than 1 1/2 times the basic rate of pay.

11. CHILD SUPPORT WITHHOLDING DISCLAIMER: Payment for services provided under this contract may be subject to withholding pursuant to a child support income withholding order. California FC 5206, 5246, and 17512.

DARFUR CONTRACTING ACT VENDOR CERTIFICATION

Pursuant to Public Contract Code Section 10475-10481, if a bidder or proposer currently, or within the previous three years, has had business activities or other operations outside of the United States, it must certify that it is not a "***scrutinized company***" as defined in Public Contract Code Section 10476 **(see attached definition).**

Therefore, to be eligible to submit a bid or proposal, please complete the company/vendor information and one of the three following clauses (**NOTE:** Clause #1 requires initials only; Clause #2 requires initials only; Clause #3 requires initials and a certification signature):

DATE	FEDERAL ID NUMBER
PRINTED COMPANY / VENDOR NAME	
PRINTED NAME AND TITLE OF AUTHORIZED PERSON INITIALING AN OPTION BELOW Rina Molina	

Complete ONLY ONE of the following:

1. _____ Initials only — We do not currently have, and have not had within the previous three (3) years, business activities or other operations outside of the United States.

OR

2. _____ Initials only — We are a *scrutinized company* as defined in Public Contract Code Section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code Section 10477(b). **A copy of the written permission from DGS is included with our bid or proposal.**

OR

3. _____ Initials only + **certification below** — We currently have, or we have had within the previous three (3) years, business activities or other operations outside of the United States, but we certify below that we are not a *scrutinized company* as defined in Public Contract Code Section 10476.

CERTIFICATION for #3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

BY (AUTHORIZED SIGNATURE)	
PRINTED NAME AND TITLE OF AUTHORIZED PERSON SIGNING	
DATE EXECUTED	EXECUTED IN THE COUNTY AND STATE OF

DEFINITION of *SCRUTINIZED COMPANY*
PUBLIC CONTRACT CODE SECTION 10476

***10476**. As used in this article, the following definition applies:*
"Scrutinized company"** means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but **excludes a company that can demonstrate any of the following:

(a) Its business operations are conducted under contract directly and exclusively with the regional government of southern Sudan.

(b) Its business operations are conducted under a license from the Office of Foreign Assets Control or are expressly exempted under federal law from the requirement to be conducted under such a license.

(c) Its business operations consist of providing goods or services to marginalized populations of Sudan.

(d) Its business operations exclusively consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization.

(e) Its business operations consist of providing goods or services that are used only to promote health or education.

(f) Its business operations with the Government of Sudan will be voluntarily suspended for the entire duration of the contract for goods or services for which they have bid on, or submitted a proposal for, a contract with a state agency.

(g) It has adopted, publicized, and is implementing a formal plan to cease business operations within one year and to refrain from conducting any new business operations.

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Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
SAN DIEGO SHERIFF AVIATION UNIT	95-6000934

By (Authorized Signature)

Andrew Potter, Clerk of the Board of Supervisors

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
8/12/25	San Diego

CONTRACTOR CERTIFICATION CLAUSES

Approved: Kelly A. Martinez, Sheriff

Approved as to form and legality: Mark Day, Sr. County Counsel

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: Deputy Clerk of the Board Supervisors Date: 8/12/25

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

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a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

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1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

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a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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State of California
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)
INTERMITTENT USE AIRCRAFT PRE-HIRE INFORMATION
FC-115 (New 02/10)

I. INCIDENT REQUEST (Completed by Pilot/Operator)

Operator _____

Date _____ Order No. _____ Req. No. _____ Fire Name _____

Aircraft Type _____ FAA No. _____

Departure Base _____ Hobbs Meter _____

Report To _____ Frequency _____

Location _____

Billing Address _____

Aircraft Data Card: Standard _____ Restricted _____ Expiration Date _____

Pilot Qualification Card: Name _____ Expiration Date _____

II. PRE-HIRE INSPECTION (Completed by CAL FIRE officer)

Current Aircraft Data Card in aircraft: Yes _____ No _____

Current Pilot Approval Card Yes _____ No _____

Aircraft condition: Cleanliness Damage Remarks

Fuselage _____

Engine/Transmission _____

Propeller/Rotor System _____

Interior _____

III. VERIFICATION

CAL FIRE Representative _____ Signature _____ Date _____

Pilot's Name _____ Signature _____ Date _____

INSTRUCTIONS: see reverse side

7540-130-0415

FC-115 INSTRUCTIONS

FOR OPERATOR

1. Complete OPERATOR section (Para. I) at the time of dispatch. If the aircraft is re-dispatched from the first assignment with a new order number, fill out a new form for the next assignment.

2. Submit to the first CAL FIRE officer encountered at the assignment location for completion. If a CAL FIRE officer is not available, retain the form and comply with number 3.

3. This form MUST accompany your invoice, regardless of whether or not contact is made with a CAL FIRE officer.

4. If the pilot or aircraft lack a current FC-107RW Lease Agreement, approval cards, or mission approval, the flight will be canceled and the AIRCRAFT SENT HOME WITHOUT PAYMENT.

FOR CAL FIRE OFFICER

1. Ensure the operator/pilot has completed the top portion of the form.

2. Verify that the aircraft has a current aircraft data card and that the pilot has a current approval card (check the expiration date).

3. Look over the aircraft to ensure that there is no obvious damage to the exterior or interior of the aircraft, to include excessive oil leaks.

4. If the pilot or aircraft do not have current approval cards, or are not approved for the requested mission. (i.e., recon, law enforcement, tank/water bucket, long line, etc.) DO NOT USE THE AIRCRAFT AND CONTACT YOUR ECC.

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CONTRACT AERIAL RESOURCE STANDARDS (CARS)

April 10, 2025

California Department of Forestry and Fire Protection
Aviation Management Unit

5411 Luce Avenue
McClellan, CA 95652

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RECORD OF CHANGES

Change Number	Date of Change	Date Entered
1	**March 1, 2024**	
2	**March 18, 2024**	**March 18, 2024**
3	**April 10, 2025**	**April 10, 2025**
4	July 15, 2025	July 15, 2025

SUBMISSION

DocuSigned by:

59A0F834CBBB409...

Benjamin Berman, CAL FIRE AMU
Chair – CARS Committee

APPROVAL

The CARS is hereby approved as the governing policy by the direction of CAL FIRE 8309, 8310, and 8312.

DocuSigned by:

Marty Buno

D946F188E1FF438...

Marty Buno, CAL FIRE AMU
Senior Aviation Officer

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TABLE OF CONTENTS & TABLES

PREFACE 1

STANDARD DEFINITIONS & GLOSSARY 2

CHAPTER 1: PROGRAM ADMINISTRATION 3

SCOPE OF CONTRACT AERIAL RESOURCE STANDARDS 4

CAL FIRE CONTRACT AERIAL RESOURCE COMMAND AND CONTROL 4

AVIATION REGULATORY AUTHORITY 4

CHAPTER 2: TYPES OF AERIAL RESOURCE CONTRACTS 5

SCOPE OF CONTRACTING AERIAL RESOURCES 5

CHAPTER 3: CONTRACT COUNTIES 7

SCOPE OF CONTRACT REQUIREMENTS FOR CONTRACT COUNTIES 7

Table 1. Contract County General Contract Elements for Aerial Resources. 7

Table 2. Aircraft Inspection and Certification Requirements. 8

CHAPTER 4: LOCAL GOVERNMENT COOPERATORS 10

SCOPE OF CONTRACT REQUIREMENTS FOR LOCAL GOVERNMENT COOPERATORS 10

Table 3. Local Government General Contract Elements for Aerial Resources. 10

Table 4. Aircraft Inspection and Certification Requirements. 11

CHAPTER 5: CAL FIRE EXCLUSIVE USE CONTRACTS 13

SCOPE OF CONTRACT REQUIREMENTS FOR EXCLUSIVE USE AIRCRAFT 13

Table 5. Exclusive Use General Contract Elements for Aerial Resources. 13

Table 6. Aircraft Inspection and Certification Requirements. 14

CHAPTER 6: CAL FIRE CALL WHEN NEEDED AGREEMENTS 16

SCOPE OF AGREEMENT REQUIREMENTS FOR CALL-WHEN-NEEDED (CWN) AIRCRAFT 16

Table 7. CWN General Contract Elements for Aerial Resources. 16

Table 8. Aircraft Inspection and Certification Requirements. 17

CHAPTER 7: CONTRACT & AGREEMENT SUBMISSION 19

CONTRACT & AGREEMENT SUBMISSION REQUIREMENTS 19

Table 9. Additional Equipment for Specialized Missions. 21

Table 10. Pilot Carding Documentation – Initial and Renewal 23

Figure 1. Practical Pilot Proficiency Verification Requirement. 24

INSURANCE REQUIREMENTS SCM 7.40 27

CHAPTER 8: CAL FIRE ORGANIZATION 31

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

TABLE OF CONTENTS & TABLES

CAL FIRE ORGANIZATION FOR AERIAL RESOURCE CONTRACTOR 31

Figure 2. CAL FIRE Organization for Contract Aerial Resources. 31

Figure 3. CAL FIRE Air Base Organization for Contract Aerial Resources. 32

FIELD POSITIONS 33

CONTACT INFORMATION 34

CHAPTER 9: FLIGHT MANAGEMENT 35

FLIGHT AUTHORIZATION 35

Figure 4. Resource Order 35

Table 11. Flight and Payment Records 36

CHAPTER 10: FLIGHT PLANNING & SUPPORT 38

STANDARD MINIMUM AIRCRAFT STAFFING 38

MISSION PLANNING 39

AIRCRAFT AVAILABILITY 45

FLIGHT AND DUTY LIMITATIONS 45

Table 12. Flight Time and Flight Crew Member Rest Standards 46

ROLES AND RESPONSIBILITIES WITHIN THE AIRCRAFT 48

MISSION ESSENTIAL AND ANCILLARY EQUIPMENT 48

WEAPONS AND CARGO 51

HELICOPTER LOADING OF CARGO AND PERSONNEL 52

FIXED WING LOADING OF CARGO AND PERSONNEL 52

TRANSPORTATION OF HAZARDOUS MATERIALS 55

TRANSPORTATION OF COMBUSTIBLE AND FLAMMABLE LIQUIDS 57

TRANSPORTATION OF IGNITION DEVICES 58

EXPLOSIVES 59

COMPRESSED GASES AND LIQUIDS 60

BIOMEDICAL WASTE 61

PREDATOR REPELLENTS AND PERSONAL PROTECTION IRRITANTS 61

CHAPTER 11: CONDUCT OF FLIGHT OPERATIONS 62

FLIGHT DISCIPLINE 62

Table 13. Passenger/Crew Brief 62

GENERAL FLIGHT OPERATIONS 65

Table 14. Minimum Altitudes. 66

Table 15. Aircraft Weather Minimums NOTE 1, NOTE 2 66

IFR FLIGHT PLANNING 67

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

HAZARD AWARENESS & ENVIRONMENTAL LIMITATIONS **68**
Table 16. Hazard Map Requirements 68
Table 17. Wind Limitations 69
AIRCRAFT MONITORING AND COMMUNICATIONS **69**
Table 18. Prohibited Operations 71
CHAPTER 12: FLIGHT PROHIBITIONS AND EMERGENCY PROCEDURES **72**
NTSB INCIDENTS REQUIRING IMMEDIATE NTSB NOTIFICATION **74**
CAL FIRE AIRCRAFT ACCIDENT INVESTIGATIONS **75**
SAFECOM REPORTS **76**
CHAPTER 13: TACTICAL OPERATIONS **80**
FIRE TRAFFIC AREA **80**
HELICOPTER OPERATIONS IN THE FTA **82**
FIXED WING AIRCRAFT OPERATIONS IN THE FTA **85**
LEAD PLANE OPERATIONS **87**
FIRE TRAFFIC AREA (FTA) ENTRY PROCEDURES **88**
Scenario 1: Aerial Supervision is on Scene 88
Scenario 2: Aerial Supervision is not on Scene, but Other Aircraft are in the FTA. 89
Scenario 3: There Are No Aircraft on Scene 89
TEMPORARY FLIGHT RESTRICTION (TFR) ENTRY PROCEDURES **89**
NON-EMERGENT FLIGHTS **91**
START-UP AND CUTOFF **92**
Figure 5. Startup and Cutoff Chart 92
CHAPTER 14: BASE OPERATIONS **94**
GENERAL BASE OPERATIONS **94**
Table 19. Air Attack Bases 94
Table 20. CAL FIRE Helitack Bases 95
AIRCRAFT STORAGE AND BASE FACILITY SECURITY PLAN **95**
Table 21. Fixed Wing Aircraft Storage Requirements 95
Table 22. Helicopter Storage Requirements 96
Table 23. Facility Security Measures 96
GROUND SUPPORT OPERATIONS **97**
Table 24. Vest Color Identification 98
Table 25. Fueling Surveillance Program Reference 98
Table 26. Approved Types of Fuel. 99

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

BULK STORAGE FACILITIES **103**
RECEIPT OF FUEL **104**
BULK FUEL STORAGE SYSTEM EQUIPMENT **105**
FUEL TENDER AND FUEL TRUCK REQUIREMENTS (Direct Aircraft Fueling) **106**
Table 27. Aircraft Fuel Receipt Requirements 108
Table 28. Fuel Data Entry Requirements 109
CHAPTER 15: AIR BASE ADMINISTRATION **111**
Table 29. Examples of Helibase/Air Base Contracts. 113
CHAPTER 16: AIRCRAFT SUSTAINMENT **116**
CHAPTER 17: PAYMENT RECONCILIATION **120**
Figure 6. CAL FIRE Air Operations Worksheet 121
CHAPTER 18: QUALIFICATIONS **122**
HELICOPTER PILOTS **122**
AIR TACTICAL PILOT **125**
AIRTANKER PILOT-IN-COMMAND (AKP) **125**
AIRTANKER SECOND-IN-COMMAND (AKC) **127**
FLIGHT ENGINEER (FE) **127**
AIR RESCUE CREW CERTIFICATION REQUIREMENTS **127**
CHAPTER 19: EVALUATIONS, RESOLUTIONS, & APPEALS **130**
EVALUATIONS **130**
Figure 7. CAL FIRE-230 Supplier Performance Evaluation 131
RESOLUTIONS, APPEALS, AND SANCTIONS **132**
APPENDICES **135**
APPENDIX A: NOTIFICATION OF PIC (NOPIC) HAZARDOUS MATERIALS MANIFEST FORM DOT SP-91-98 ..... **135**
APPENDIX B: FREQUENCY MAP – EXAMPLE ONLY **137**
APPENDIX C: INITIAL SAFETY BRIEFING **139**
APPENDIX D: CONTRACT AERIAL RESOURCES (CARS) COMPLIANCE **140**

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

PREFACE

The CAL FIRE Contract Aerial Resource Standards (CARS) provide specific requirements for operating all CAL FIRE contract aircraft per policies 8309, 8310, and 8312. CAL FIRE is incumbent upon providing aerial resource vendors, cooperators, and contract counties with airworthiness and operational requirements.

Adherence to all standards herein is **mandatory** and can only be waived by the AMU Operations Duty Chief under the direction of the Senior Aviation Officer. Any waiver granted is primarily based on risk exposure compared to perceived benefit and will be given on a case-by-case basis.

All operators and support staff operating for CAL FIRE are subject to the policies and procedures outlined within the CARS.

The CARS or any other promulgated CAL FIRE policy cannot provide direction for every conceivable scenario, nor does it substitute the employment **of good judgment, crew resource management, and operational risk assessments made at the appropriate level**. Deviation from this instruction is expected in the attempt to save the crew, aircraft, and ground personnel from injury or death.

Contract Aerial Resources Committee. The CAL FIRE CARS is reviewed and updated annually, at a minimum, by the Contract Aerial Resources Committee, comprised of the following personnel:

- Chair – AMU Aviation Officer III
- AMU Helicopter Program Chief Pilot
- AMU Fixed Wing Program Manager
- TAO Division Chief – Helicopter Operations
- TAO Division Chief – Fixed Wing Operations
- Aviation Safety Officer
- AMU Staff Service Manager
- Team AOBD Representative

Change Recommendations. Base and Unit personnel are encouraged to provide recommended changes to the CARS through a change and review process. The Air Operations – Policy Change Recommendations link shall be used to forward changes to the CARS Committee for consideration.

Review and Signature Authority. AMU Senior Aviation Officer provides clearance of annual reviews and updates to the CAL FIRE CARS.

Changes to the CARS. A bold line along the left margin will identify all approved changes to the CAL FIRE CARS.

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STANDARDS DEFINITIONS

Shall, ***Will, Should,*** and ***May*** are used throughout the CAL FIRE CARS.

Shall/Will: Compliance is mandatory under all circumstances except responding to an in-flight emergency.

Should: Compliance is expected in most cases. Some circumstances may preclude compliance or require different action.

May and/or Recommended: Compliance is encouraged but not required.

GLOSSARY OF TERMS

Aircraft Carding. A document issued by a certified state or federal aircraft inspector that certifies an aircraft to conduct specific tactical missions.

Pilot Carding. A document issued by an inspector pilot that certifies a pilot to conduct specific, essential, and tactical missions based upon a flight proficiency verification.

CSAS. CAL FIRE Standards for Aerial Supervision.

The Code of Federal Regulation (CFR). Codified general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. CFRs are organized by Titles (e.g., Title 1, 2, etc.) and take precedence over state and local laws.

Federal Aviation Administration (FAA). The division of the Department of Transportation that inspects and rates aircraft and pilots, enforces air safety rules, and installs and maintains air-navigation and traffic-control facilities. The FAA has regulatory authority and establishes aviation regulations in the United States through Federal Aviation Regulations. In addition to its regulatory role, the FAA is also responsible for airspace and air traffic management and maintenance of air navigation facilities infrastructure. It also has an active role in researching and developing aviation-related systems and technologies.

Federal Aviation Regulations (FAR). Prescribed regulations that governs all aviation activities in the United States. CFR Title 14 – Aeronautics and Space empowers the FAA with this regulatory authority. Only certain parts of the FARs apply to Public Aircraft Operations.

Federal Employee. As defined in 5 U.S. Code section 2105, a federal government employee is an officer and an individual appointed and acting in a civil service official capacity.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Fire Traffic Area (FTA). The FTA is a communication and deconfliction protocol for firefighting agencies utilizing aerial resources. The FTA should not be confused with a TFR, which is a federally restricted area.

Flight Crew Members. Qualified crew members, required for the safe operation of an aircraft. The construction of a flight crew is dependent on the mission.

Geographic Area Coordination Center (GACC). Interagency regional operations center responsible for coordinating, mobilizing, and demobilizing emergency management resources. CAL FIRE North and South Region Operations are embedded in the northern and southern GACCs. The appropriate GACC provides all flight-following services until arriving at the incident.

Instrument Flight Rules (IFR). IFR is a set of FAA regulations under which operators are required to fly specified routes, departures, arrivals, and approaches normally under the regulatory direction of Air Traffic Control. IFR flights may operate in VMC or in Instrument Meteorological Conditions (IMC). The pilots and the aircraft shall be certified and current to operate IFR.

Low-Level Operations. Tactical operations 500 feet AGL and below.

Pilot-At-The-Controls (PAC). A pilot operating the flight controls or automated systems coupled to the flight controls.

Pilot-In-Command (PIC). A pilot qualified and current to operate a specific aircraft make and model. PIC, Pilot, and Operator may be used interchangeably throughout the CARS.

Qualified Non-Crew Member. A crew member, not essential to the safe operation of the aircraft; however, is required to accomplish a government function.

Qualified Crew Member. A required crew member essential to the safe operation of the aircraft during flight as defined by the FAA Advisory Circular 00-01-1(series). *Qualified Crew Member* and *Flight Crew Member* may be used interchangeably throughout the CARS.

State or Local Public Employee. "Public employee" means an employee of a public entity as defined by California Government Code section 811.4.

Visual Flight Rules (VFR). A set of FAA regulatory flight rules requiring the operator to maintain visual separation and terrain avoidance. The weather must meet the Visual Meteorological Conditions (VMC) minimums when flying under VFR.

Working Area (WA). A location where one or more aircraft are accomplishing an identified project or task.

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SCOPE OF CONTRACT AERIAL RESOURCE STANDARDS

Overview. The Contract Aerial Resources program intends to obtain aerial resources operated by fully qualified and proficient personnel equipped to meet the specifications. Since CAL FIRE routinely operates in concert with federal partners, CAL FIRE may accept all federal aircraft and pilot inspection cards. Typical mission sets contracted include, but are not limited to, fire suppression, fire monitoring, initial attack, prescribed fire and aerial ignition operations, and reconnaissance.

CAL FIRE CONTRACT AERIAL RESOURCE COMMAND AND CONTROL

1. Aviation Regulatory Authority. Directs Operational Command and Control on how to safely operate, sustain, and support aerial assets and train flight crews.

2. Operational Command and Control (CAL FIRE 8100). Determines when to utilize an aerial asset to accomplish the Department's mission.

AVIATION REGULATORY AUTHORITY

Department-Level. The Assistant Deputy Director of Aviation and Mobile Equipment oversees the Department's Aviation Program and is the conduit allowing the Director to exercise Administrative Command and Control over CAL FIRE aircraft.

Program-Level. The Aviation Management Unit and Tactical Air Operations provide administrative command and control functions and disseminate information to Region and Unit-Level Operational Command and Control.

Incident Aerial Supervision. Due to the inherently governmental nature of aviation supervision positions, all aviation supervision functions must be performed by a "public employee" (as that term is defined in section 811.4 Government Code) of a Local Government Cooperator, Contract County, or other California State agency or an "employee" (as that term is defined in Title 5, United States Code, section 2105) of a federal cooperating agency. Aviation supervision functions shall not be performed by employees of private entities, even if those employees are contracted to public agencies.

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SCOPE OF CONTRACTING AERIAL RESOURCES

Overview. CAL FIRE enters into five types of contracts/agreements each fire season. The level and type of contract depend upon the aircraft source (e.g., county-owned, county-contracted, cooperator-owned, cooperator-contracted, private-owned, etc.).

Each type of contract may utilize a different contracting mechanism based on the aircraft source; however, all operators are evaluated according to the standards outlined in the Interagency Pilot Practical Test Standards.

Types of Contracts/Agreements. The following are the types of contracts and/or agreements entered into by CAL FIRE:

1. Contract County Agreements (Aerial Resources Only)
    - Kern County
    - Los Angeles County
    - Marin County
    - Orange County
    - Santa Barbara County
    - Ventura County
2. Local Government Cooperator Agreements
    - Cities and counties not listed above
3. Exclusive Use (EU) Agreements
4. Call When Needed (CWN) Agreements
5. Local Unit Agreements

Contract County Agreements. In accordance with Public Resources Code Section 4129, the board of supervisors of Kern, Los Angeles, Marin, Orange, Santa Barbara, and Ventura counties have provided ordinances to assume responsibility for the prevention and suppression of all fires on all land within their respective counties, except for federal lands.

All aerial resources and operators are subject to aircraft inspections and pilot proficiency verifications meeting interagency standards.

Local Government Cooperator Agreements. Several municipalities within California have dedicated aerial resources within their areas of responsibility devoted to fire suppression and reconnaissance. All aerial resources and operators are subject to aircraft inspections and pilot proficiency verifications meeting interagency standards.

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EU Contracts. Private vendors that provide aircraft to meet a forecasted demand that fulfill a unique role or mission set. Typical Exclusive Use contracts are provided for 90 days and may be extended depending on forecasted demand and funding.

Call When Needed (CWN) Agreements. Private vendors which are hired as needed to fulfill a specific need for the Incident Commander or Unit.

Local Unit Agreement. CAL FIRE units and local municipalities may enter into a local unit agreement. All local government aircraft and operators are subject to annual aircraft inspections and pilot proficiency verification before being utilized for mutual aid.

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SCOPE OF CONTRACT REQUIREMENTS FOR CONTRACT COUNTIES

Overview. CAL FIRE enters into a Fire Protection Agreement with contract counties each operational year. These Agreements outline the annual operating plan, which includes notifications, reports, initial attack response, extended attack response, reimbursement, billing, maintenance of spatial data, fire prevention, law enforcement, fire plans, and general provisions.

General Contract Requirements. The table below outlines general contract elements addressed within each Contract County Fire Protection Agreement:

Table 1. Contract County General Contract Elements for Aerial Resources.

CAL FIRE aircraft use within SRA	Aerial resource ordering via GACC
County utilization of own aircraft for interagency use	Mutual Threat Zones/Mutual Aid Agreements/Automatic Aid
Use of CWN-specialized aircraft	No-Divert Policy
State resource ordering for extended attack	Use of night fire suppression aerial resources for initial attack on SRA
CAL FIRE Air Tactical/Airtanker Deployment Schedule	Aircraft and Pilot Certification and Carding/ Cooperator Letter
Risk Assessment checklists	Certificate of Insurance
Incident Management and Teams	Cost Sharing
Frequencies	Restricted/Unrestricted Aerial Missions
FC-107CC Data & Itemized Reimbursement Cost Information	Contact Information

Each county may have unique exhibits pertinent to its scope of operations utilizing public-owned and/or contracted aerial resources.

Deadline for General Contract Requirements. Each Contract County operates with CAL FIRE via an Annual Operating Plan (AOP), valid from July 1 to June 30. General contract requirements for aerial resources shall be submitted to the State Contract Counties Deputy Chief before June 1 of each year.

Expiration of Aerial Resource Agreements with Contract Counties. All agreements for contract county-owned and county-contracted aircraft shall expire 365 days after the signature date of the FC-107CC.

Aircraft Compliance. In partnership with federal agencies, federal land resource agencies (i.e., U.S. Forest Service (USFS) and Department of Interior (DOI – OAS)) offer

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conditional reciprocity for aircraft certification, known as "aircraft carding" or "Interagency Cooperator Letter."

The primary resource for carding should be the USFS or DOI–OAS.

CAL FIRE AMU may only provide aircraft inspections and certifications if efforts have been exhausted to receive aircraft certification through these federal partners.

Only aircraft available for CAL FIRE reimbursement are rostered on the FC-107CC when not operating under a Fire Protection Agreement. Once inspected, each aircraft will be added to the Hired Equipment Management System (HEMS) for dispatch availability.

Aircraft Compliance Limitations – Inspections Conducted by CAL FIRE. All aircraft certified solely by the CAL FIRE Aviation Maintenance Officer will receive a CAL FIRE Cooperator Letter. This Cooperator Letter **is not** accepted by the USFS and DOI for an incident where CAL FIRE is not in unified command.

Requirements for Aircraft Compliance. Counties seeking aircraft certification shall meet the minimum requirements in accordance with the following:

Table 2. Aircraft Inspection and Certification Requirements.

U.S. Forest Service Fire and Aviation Management Aircraft Inspector Guide
NWCG Standards for Interagency Cooperator Type 2 and 3 Helicopters – PMS 525-1
NASF Cooperator Aviation Standards for Interagency Fire

Additional Requirements for Contractor-Owned Aircraft. To conduct reimbursable aerial operations in support of a wildland fire outside of a Local Responsibility Area (LRA) and Mutual Threat Zone (MTZ), counties utilizing their own contracting mechanisms (i.e., EU or CWN) shall ensure that each aircraft meets the minimum equipment requirements outlined in each reference within Table 2.

Additionally, each commercial vendor (non-government) shall hold a valid 14 CFR Part 133, 135, and/or 137 operating certificate and aircraft rostered within the Operations Specification.

Pilot Proficiency Verification (Carding) Requirements. Each county-employed or contract pilot shall receive an initial proficiency verification or renewal proficiency verification annually, as applicable, and in accordance with the Interagency Pilot Practical Test Standards administered by a CAL FIRE Inspector Pilot or Interagency Inspector Pilot.

Pilot Carding Limitations. All pilots certified solely by CAL FIRE Inspector Pilots will be rostered on a CAL FIRE Cooperator Letter. The USFS and DOI do not accept this Cooperator Letter for an incident where CAL FIRE is not in unified command.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

CAL FIRE Inspector Pilots are prohibited from flying in an aircraft not currently inspected and certified by CAL FIRE or USFS/DOI – OAS.

Pilot Carding Intervals. Pilots shall receive a pilot card (initial or renewal) each year. A practical pilot verification is required for the initial issuance of a pilot card and 36 months since the last practical pilot verification for renewals. CAL FIRE reserves the right to require a full practical pilot proficiency verification in lieu of a renewal card documentation audit.

Pilot Carding – Initial. All initial pilot carding requires a practical pilot proficiency verification conducted by a CAL FIRE Inspector Pilot for requested specific mission profiles if an Interagency Inspector Pilot (USFS or DOI – OAS) is unavailable.

If a pilot fails to complete 100 PIC hours within 365 days from the date entered on the pilot card/cooperator letter, the pilot shall conduct a practical pilot proficiency verification.

Pilot Carding – Renewal. Pilots requesting a renewal card shall submit documentation in Table 10 for renewal consideration.

Pilot Carding Required Documents. Chapter 7 provides guidance regarding the required documents to be submitted to the assigned CAL FIRE Inspector Pilot.

Added Mission Skill. If a pilot seeks an added mission skill, a practical pilot proficiency verification is required for the specific mission skill.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

SCOPE OF CONTRACT REQUIREMENTS FOR LOCAL GOVERNMENT COOPERATORS

Overview. CAL FIRE enters into cooperator agreements each operational year. These agreements are renewed annually and shall include general contract requirements in Table 3.

General Contract Requirements. The table below outlines general contract elements addressed within each local government cooperator agreement.

Table 3. Local Government General Contract Elements for Aerial Resources.

Cover Letter & Recent Changes	FC-107RW and/or FC-107FW: Lease Agreement for the Intermittent Use of Aircraft
FC-115: Intermittent Use Aircraft Pre-Hire Information	Appendix A: CAL FIRE Leased Aircraft Requirements Agreement
Exhibit C: General Terms and Conditions	Exhibit D: Special Terms and Conditions
STD-204: Payee Data Record	STD-205: Payee Data Record Supplement (if required)
Contractor Certification Clause (CCC)	CAL FIRE-720: Darfur Contracting Act Vendor Certification (if required)
CAL FIRE-20: Contractor Certification Clauses for Services	Contract Aerial Resource Standards (CARS)
Certificate of Insurance (COI)	

Each local government may have unique exhibits pertinent to its scope of operations utilizing public-owned and/or contracted aerial resources.

Deadline for General Contract Requirements. General contract requirements for aerial resources shall be submitted to AMU before July 1 each year.

Expiration of Aerial Resource Agreements with Cooperators. All agreements for contract local government-owned aircraft and local government-contracted aircraft shall expire 365 days after the signature date of the FC-107RW/FW.

Aircraft Compliance. In partnership with federal agencies, federal land resource agencies (i.e., U.S. Forest Service (USFS) and Department of Interior (DOI – OAS)) offer conditional reciprocity for aircraft certification, known as "aircraft carding" or "Interagency Cooperator Letter."

The primary resource for carding should be the USFS or DOI–OAS.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

CAL FIRE AMU may provide aircraft inspections and certifications only if efforts have been exhausted to receive aircraft certification through these federal partners.

Only aircraft available for CAL FIRE reimbursement are rostered on the FC-107RW/FW when not operating under a Fire Protection Agreement. Once inspected, each aircraft will be added to the Hired Equipment Management System (HEMS) for dispatch availability.

Aircraft Compliance Limitations – Inspections Conducted by CAL FIRE. All aircraft certified solely by CAL FIRE Aviation Maintenance Officer will receive a CAL FIRE Cooperator Letter. The USFS and DOI do not accept this Cooperator Letter for an incident where CAL FIRE is not in unified command.

Requirements for Aircraft Compliance. Cooperators seeking aircraft certification shall meet the minimum requirements in accordance with the following:

Table 4. Aircraft Inspection and Certification Requirements.

U.S. Forest Service Fire and Aviation Management Aircraft Inspector Guide
NWCG Standards for Interagency Cooperator Type 2 and 3 Helicopters – PMS 525-1
NASF Cooperator Aviation Standards for Interagency Fire

Additional Requirements for Contractor-Owned Aircraft. To conduct reimbursable aerial operations in support of a wildland fire outside of a Local Responsibility Area (LRA) and Mutual Threat Zone (MTZ), cooperators utilizing their own contracting mechanisms (i.e., EU or CWN) shall ensure that each aircraft meets the minimum equipment requirements outlined in each reference within Table 4.

Additionally, each commercial vendor (non-government) shall hold a valid 14 CFR Part 133, 135, and/or 137 operating certificate and aircraft rostered within the Operations Specification.

Pilot Proficiency Verification (Carding) Requirements. Each local government-employed or contract pilot shall receive an initial proficiency verification or renewal proficiency verification annually, as applicable, and in accordance with the Interagency Pilot Practical Test Standards administered by a CAL FIRE Inspector Pilot or Interagency Inspector Pilot.

Pilot Carding Limitations. All pilots certified solely by CAL FIRE Inspector Pilots will be rostered on a CAL FIRE Cooperator Letter. The USFS and DOI–OAS do not accept this Cooperator Letter for an incident where CAL FIRE is not in unified command.

CAL FIRE Inspector Pilots are prohibited from flying in an aircraft not currently inspected and certified by CAL FIRE or USFS/DOI–OAS.

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Pilot Carding Intervals. Pilots shall receive a pilot card (initial or renewal) each year. A practical pilot verification is required for the initial issuance of a pilot card and within 36 months from the last practical pilot verification for renewals. CAL FIRE reserves the right to require a full practical pilot proficiency verification in lieu of a renewal card.

Pilot Carding – Initial. All initial pilot carding requires a practical pilot proficiency verification conducted by a CAL FIRE Inspector Pilot for requested specific mission profiles if an Interagency Inspector Pilot (USFS or DOI – OAS) is unavailable.

If a pilot fails to complete 100 PIC hours within 365 days from the date entered on the pilot card/cooperator letter, the pilot shall conduct a practical pilot proficiency verification.

Pilot Carding – Renewal. Pilots requesting a renewal card shall submit documentation in Chapter 7 for renewal consideration.

Pilot Carding Required Documents. Chapter 7 provides guidance regarding the required documents to be submitted to the assigned CAL FIRE Inspector Pilot.

Added Mission Skill. A practical pilot proficiency verification is required if a pilot seeks an added mission skill.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

SCOPE OF CONTRACT REQUIREMENTS FOR EXCLUSIVE USE AIRCRAFT

Overview. CAL FIRE enters into exclusive use contracts each operational year. These contracts are renewed annually and include general contract requirements in Table 5.

General Contract Requirements. The table below outlines general contract elements addressed within each exclusive use contract:

Table 5. Exclusive Use General Contract Elements for Aerial Resources.

STD-213: Standard Agreement	STD-215: Agreement Summary
Exhibit A: Attachment 1 - Detailed Scope of Work	Exhibit A: Attachment 2 - Personnel Requirements
Exhibit A: Attachment 3 - Aircraft Technical Specifications	Exhibit B: Budget Detail and Payment Provisions
Exhibit C: General Terms and Conditions	Exhibit D: Special Terms & Conditions
Exhibit E: Additional Provisions	Contract Aerial Resource Standards (CARS)
Certificate of Insurance (COI)	

Exclusive Use Selection. Based on the state's needs, exclusive use contracts may be offered to fulfill a specialized aerial resource mission set that the department deems essential.

Exclusive Use Contract Service Life. An exclusive use contract service life is for a minimum of 90 days, beginning on the STD-213 date of signature.

Aircraft Compliance. In partnership with federal agencies, federal land resource agencies (i.e., U.S. Forest Service (USFS) and Department of Interior (DOI – OAS)) offer conditional reciprocity for aircraft certification, known as "aircraft carding" or "Interagency Cooperator Letter".

The primary resource for carding should be the USFS or DOI–OAS.

CAL FIRE AMU may provide aircraft inspections and certifications only if efforts have been exhausted to receive aircraft certification through these federal partners.

Only aircraft available for CAL FIRE reimbursement are rostered on the FC-107RW/FW when not operating under a Fire Protection Agreement. Once inspected, each aircraft will be added to the Hired Equipment Management System (HEMS) for dispatch availability.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Aircraft Compliance Limitations—Inspections Conducted by CAL FIRE. All aircraft certified solely by the CAL FIRE Aviation Maintenance Officer will receive a CAL FIRE aircraft inspection certification card. The USFS and DOI do not accept this card for an incident where CAL FIRE is not in unified command.

Requirements for Aircraft Compliance. Exclusive use contractors seeking aircraft certification shall meet the minimum requirements in accordance with:

Table 6. Aircraft Inspection and Certification Requirements.

U.S. Forest Service Fire and Aviation Management Aircraft Inspector Guide
NWCG Standards for Interagency Cooperator Type 2 and 3 Helicopters – PMS 525-1
NASF Cooperator Aviation Standards for Interagency Fire

Additional Requirements for Contractor-Owned Aircraft. Additionally, each contractor shall hold a valid 14 CFR Part 133, 135, and/or 137 operating certificate and aircraft rostered within the Operations Specification.

Pilot Proficiency Verification (Carding) Requirements. Each local government-employed or contract pilot shall receive an initial proficiency verification or renewal proficiency verification annually, as applicable, and in accordance with the Interagency Pilot Practical Test Standards administered by a CAL FIRE Inspector Pilot or Interagency Inspector Pilot.

Pilot Carding Limitations. All pilots certified solely by CAL FIRE Inspector Pilots will be issued a specific card or rostered on a CAL FIRE Cooperator Letter. The USFS and DOI do not accept this card or Cooperator Letter for an incident where CAL FIRE is not in unified command.

CAL FIRE Inspector Pilots are prohibited from flying in an aircraft not currently inspected and certified by CAL FIRE or USFS/DOI.

Pilot Carding Intervals. Pilots shall receive a pilot card (initial or renewal) each year. A practical pilot verification is required for the initial issuance of a pilot card and 36 months since the last practical pilot verification for renewals. CAL FIRE reserves the right to require a full practical pilot proficiency verification in lieu of a renewal card documentation audit.

Pilot Carding – Initial. All initial pilot carding requires a practical pilot proficiency verification conducted by a CAL FIRE Inspector Pilot for requested specific mission profiles if an Interagency Inspector Pilot (USFS or DOI) is unavailable.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

If a pilot fails to complete 100 PIC hours within 365 days from the date entered on the pilot card/cooperator letter, the pilot shall conduct a practical pilot proficiency verification.

Pilot Carding – Renewal. Pilots requesting a renewal card shall submit documentation in Chapter 7 for renewal consideration.

Pilot Carding Required Documents. Chapter 7 provides guidance regarding the required documents to be submitted to the assigned CAL FIRE Inspector Pilot.

Added Mission Skill. A practical pilot proficiency verification is required if a pilot seeks an added mission skill.

Pre-Season EU Helicopter Operations and Safety Briefing. All Type I & II helicopter operators and flight crews operating under an EU contract shall attend a pre-season helicopter operations and safety briefing at the operator's expense. This briefing aims to conduct FTA training and update flight crews regarding changes in base and operating procedures.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

SCOPE OF AGREEMENT REQUIREMENTS FOR CALL-WHEN-NEEDED (CWN) AIRCRAFT

Overview. CAL FIRE enters into CWN agreements each operational year. These agreements are renewed annually and shall include general contract requirements in Table 7.

General Contract Requirements. The table below outlines general contract elements addressed within each CWN agreement.

Table 7. CWN General Contract Elements for Aerial Resources.

Cover Letter & Recent Changes	FC-107RW and/or FC-107FW: Lease Agreement for the Intermittent Use of Aircraft
FC-115: Intermittent Use Aircraft Pre-Hire Information	Appendix A: CAL FIRE Leased Aircraft Requirements Agreement
Exhibit C: General Terms and Conditions	Exhibit D: Special Terms and Conditions
STD-204: Payee Data Record	Exhibit E: Additional Provisions
Contractor Certification Clause (CCC)	STD-205: Payee Data Record Supplement (if required)
CAL FIRE-20: Contractor Certification Clauses for Services	CAL FIRE-720: Darfur Contracting Act Vendor Certification (if required)
Certificate of Insurance (COI)	Contract Aerial Resource Standards (CARS)

Each CWN agreement may have unique exhibits pertinent to their scope of operations utilizing contractor aerial resources.

Deadline for General Contract Requirements. General agreement requirements for aerial resources shall be submitted to AMU before July 1 of each year.

Expiration of CWN Agreements. All agreements for CWN aircraft shall expire 365 days after the signature date of the FC-107RW/FW.

Aircraft Compliance. In partnership with federal agencies, federal land resource agencies (i.e., U.S. Forest Service (USFS) and Department of Interior (DOI – OAS)) offer conditional reciprocity for aircraft certification, known as "aircraft carding."

The primary resource for carding should be the USFS or DOI–OAS.

CAL FIRE AMU may only provide aircraft inspections and certifications if efforts have been exhausted to receive aircraft certification through these federal partners.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Only aircraft available for CAL FIRE reimbursement are rostered on the FC-107RW/FW when not operating under a Fire Protection Agreement. Once inspected, each aircraft will be added to the Hired Equipment Management System (HEMS) for dispatch availability.

Aircraft Compliance Limitations. Inspections conducted by CAL FIRE. All aircraft certified solely by the CAL FIRE Aviation Maintenance Officer will receive a CAL FIRE inspection certification card. The USFS and DOI do not accept this card for an incident where CAL FIRE is not in unified command.

Requirements for Aircraft Compliance. Exclusive use contractors seeking aircraft certification shall meet the minimum standards in accordance with the following:

Table 8. Aircraft Inspection and Certification Requirements.

U.S. Forest Service Fire and Aviation Management Aircraft Inspector Guide
NWCG Standards for Interagency Cooperator Type 2 and 3 Helicopters – PMS 525-1
NASF Cooperator Aviation Standards for Interagency Fire

Additional Requirements for Contractor-Owned Aircraft. Each commercial contractor shall also hold a valid 14 CFR Part 133, 135, and/or 137 operating certificate and aircraft rostered within the Operations Specification.

Pilot Proficiency Verification (Carding) Requirements. Each local government-employed or contract pilot shall receive an initial proficiency verification or renewal proficiency verification annually, as applicable, and in accordance with the Interagency Pilot Practical Test Standards administered by a CAL FIRE Inspector Pilot or Interagency Inspector Pilot.

Pilot Carding Limitations. All pilots certified solely by CAL FIRE Inspector Pilots will be issued a CAL FIRE card. This CAL FIRE card **is not** accepted by the USFS and DOI–OAS for an incident where CAL FIRE is not in unified command.

CAL FIRE Inspector Pilots are prohibited from flying in an aircraft not currently inspected and certified by CAL FIRE or USFS/DOI – OAS.

Pilot Carding Intervals. Pilots shall receive a pilot card (initial or renewal) each year. A practical pilot verification is required for the initial issuance of a pilot card and 36 months since the last practical pilot verification for renewals. CAL FIRE reserves the right to require a full practical pilot proficiency verification in lieu of a renewal card.

Pilot Carding – Initial. All initial pilot carding requires a practical pilot proficiency verification conducted by a CAL FIRE Inspector Pilot for requested specific mission profiles if an Interagency Inspector Pilot (USFS or DOI – OAS) is unavailable.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

If a pilot fails to complete 100 PIC hours within 365 days from the date entered on the pilot card/cooperator letter, the pilot shall conduct a practical pilot proficiency verification.

Pilot Carding – Renewal. Pilots requesting a renewal card shall submit documentation outlined in Chapter 7.

Pilot Carding Required Documents. Chapter 7 provides guidance regarding the required documents to be submitted to the assigned CAL FIRE Inspector Pilot.

Added Mission Skill. If a pilot seeks an added mission skill, a practical pilot proficiency verification is required for the specific mission skill.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

CONTRACT & AGREEMENT SUBMISSION REQUIREMENTS

Overview. CAL FIRE typically processes over 115 contracts/agreements comprising approximately 300 aircraft annually. Timely and accurate submission of contracts and agreements is essential to ensure optimal aerial resource coverage across the State. This section outlines specific requirements for submitting contracts and agreements by contractors and cooperators.

Contract Counties will comply with steps 1-5, 10-14 (step 12 as applicable), and interface with the Contract Counties Deputy Chief.

Method of Submission. CAL FIRE will accept contracts or agreements via the following methods:

CWN/Exclusive Use	DocuSign
Local Government Cooperator Agreements	DocuSign – preferred
	Paper/Mail – as required by local government business rules
Contract Counties	DocuSign – preferred
	Paper/Mail – as required by local government business rules

The following instructions are required in order of precedence. These directions shall be carefully followed. Incomplete or inaccurate information may delay your contracts/agreements.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

STEP 1. Request for Aircraft Inspection Certification ("Aircraft Carding") and Pilot Proficiency Verification (Pilot Carding) – Initial or Renewal

a. Contact DOI – OAS or USFS to schedule an aircraft carding inspection. CAL FIRE will confirm with OAS or USFS that this attempt was made before accepting CAL FIRE carding requests.

b. If DOI – OAS or USFS is unavailable, please email the below programs to request a CAL FIRE inspection:

REQUESTS FOR:	EMAIL ADDRESS FOR REQUESTS	EMAIL SUBJECT LINE
Helicopter Aircraft & Pilot Carding	RW.CWN.Management@fire.ca.gov	***RW AIRCRAFT CARDING REQUEST*** or ***RW PILOT CARDING REQUEST***
Air Rescue Carding	RW.CWN.Management@fire.ca.gov	***AIR RESCUE CARDING REQUEST***
Fixed-Wing Aircraft & Pilot Carding	FW.CWN.Management@fire.ca.gov	***FW AIRCRAFT CARDING REQUEST*** or ***FW PILOT CARDING REQUEST***

CAUTION

CAL FIRE CARDED AIRCRAFT AND PILOTS MAY ONLY OPERATE WITHIN THE STATE RESPONSIBILITY AREAS OF CALIFORNIA OR ON A FEDERAL-STATE UNIFIED COMMAND.

UNDER NO CIRCUMSTANCES DOES A CAL FIRE CARD GRANT RECIPROCITY TO OPERATE ON FEDERAL ONLY INCIDENTS.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

STEP 2. Aircraft Carding Preparation

The primary resource for carding should be the USFS or DOI–OAS.

CAL FIRE AMU may only provide aircraft inspections and certifications if efforts have been exhausted to receive aircraft certification through these federal partners.

a. Allow extra time for initial aircraft carding and contact the assigned CAL FIRE Aviation Maintenance Officer for process guidance.

b. Carefully review all aircraft equipment and inspection requirements in Tables 2, 4, 6, or 8, as applicable to contract type.

c. Have maintenance records up to date and available for the CAL FIRE Aviation Maintenance Officers.

d. Have maintenance personnel available to assist the CAL FIRE Maintenance Officers during the inspection.

f. Additional requirements to emphasize for specialized mission sets are outlined below in Table 9.

Table 9. Additional Equipment for Specialized Missions.

Mission	Required Equipment	Preferred Equipment
HLCO – Day	(2) VHF-AM & (2) VHF-FM transceivers NOTE 3	(3) VHF-AM & (3) VHF-FM transceivers NOTE 3
	Additional AUX plug	Additional AUX plug
HLCO – Night NOTE 1	Dual engine NOTE 2	FLIR
	NVG-compatible cockpit lighting	EO/IR
Aerial Supervision - FW	(3) VHF-AM & (3) VHF-FM transceivers NOTE 3	
Aerial Supervision – FW (Training Platform)	(3) VHF-AM & (3) VHF-FM transceivers NOTE 3	
	Additional Communication Workstation (Tx/Rx) NOTE 3	

NOTE 1: Must meet all-day requirements.
NOTE 2: May be waived at the discretion of the CAL FIRE Senior Aviation Officer
NOTE 3: Radios shall have the capability to scan/receive frequencies while transmitting on another frequency.

IAA Aircraft Required Equipment.

Category I	Aircraft will be equipped with a step-stare/line scanner with a minimum capability of an Overwatch TK-7 or equivalent (EO/IR). Aircraft will be staffed with an Aerial Sensor Operator capable of processing imagery using GIS software to produce the following products: • IR Perimeter—Fire Perimeter containing a line polygon of the fire perimeter and calculated acreage. The mapping product should be available in multiple file formats, including GeoPDF, KML, KMZ, SHP, and GeoJSON. • IR Heatmap—This heatmap shows the fire perimeter, buffer line (when requested), isolated/scattered/intense heat, and callouts using NWCG GIS standard symbology. Aircraft are required to have an onboard data service that allows the near-real-time data transfer of mapping products off the aircraft to designated endpoints specified by CAL FIRE. All data (raw imagery and final products) will be provided to CAL FIRE's Remote Sensing Program for data retention, further analysis, and product development.
Category II	All Category I requirements include an EO/IR Gimbal with Full Motion Video providing live FMV and video clips. Live FMV must be provided to an endpoint, solution, or application allowing CAL FIRE personnel and their cooperators to consume the video feed from a smartphone, tablet, or PC computer. Video clips need to be provided in MP4 and TS file formats. Aircraft must have an onboard data service allowing near-real-time data transfer of live FMV and FMV products off the aircraft to the specified endpoint, video viewer solutions, or application.

NVG Compatible Lighting. Aircraft light modifications shall be compatible with the NVG classification used for flight and with the Night Vision Goggles (NVG) class used.

All work performed shall meet all applicable STC Standards and the Radio Technical Commission for Aeronautics (RTCA) DO-275 Minimum Operational Performance for Integrated Night Vision Imaging Systems. RTCA DO-275 is available at RTCA.org. Military Federal Excess Property aircraft that have been modified for NVG will need to have Military Specification (MILSPEC) compatibility for the NVG classification being used.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Specific Mission Carding Requirements for HLCO NVG Operations. For consideration to conduct HLCO operations within the FTA, the aircraft shall be carded as follows:

- Air Tactical 1 (Table 9-Required Equipment & Preferred Communication Equipment)
- Passengers, Cargo, and Crew Transport
- Low-Level (500 feet AGL and below)

The low-level aircraft carding requirement for HLCO is based on the possibility of operating below 500 feet AGL in the case of an aircraft emergency where an immediate landing is required or during an Incident Within an Incident (IWI) when the HLCO aerial resource may be required to assist.

STEP 3. Pilot Practical Proficiency Verification Carding Preparation

a. To expedite the approval and carding of pilots, the following information in Table 10 shall be completed and submitted to the assigned CAL FIRE Inspector Pilot before the practical proficiency verification flight or renewal.

b. Ensure the required equipment is installed on the aircraft to check the specific mission skill.

c. c. Ensure all paper copies of paperwork (e.g., aircraft cards and Table 10 data) are available to the inspector pilot.

Table 10. Pilot Carding Documentation – Initial and Renewal

Previous FS-5700 or 8309-1, if applicable	Current FS-5700 or 8309-1	
Prior CAL FIRE or Interagency Pilot Card	FAA Pilot Certificate	
FAA Medical (EKG as required)	Copy of 14 CFR Part 135 Airman Competency/Proficiency Check (FAA Form 8410-3), as applicable	
Copy for 14 CFR Part 133 (Helicopter) or 137 (Air Tanker or Helitanker) Competency Endorsement, as applicable	IAT Courses (www.iat.gov) NOTE 1	
	MH-1, 2, 3 and MNT-FLY	A-110 (Aviation Transport of HAZMAT)

NOTE 1: Helicopter operators shall complete MH 1, 2, 3, MNT-FLY, & A-110. Fixed-wing operators shall complete MH 1 & 2.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

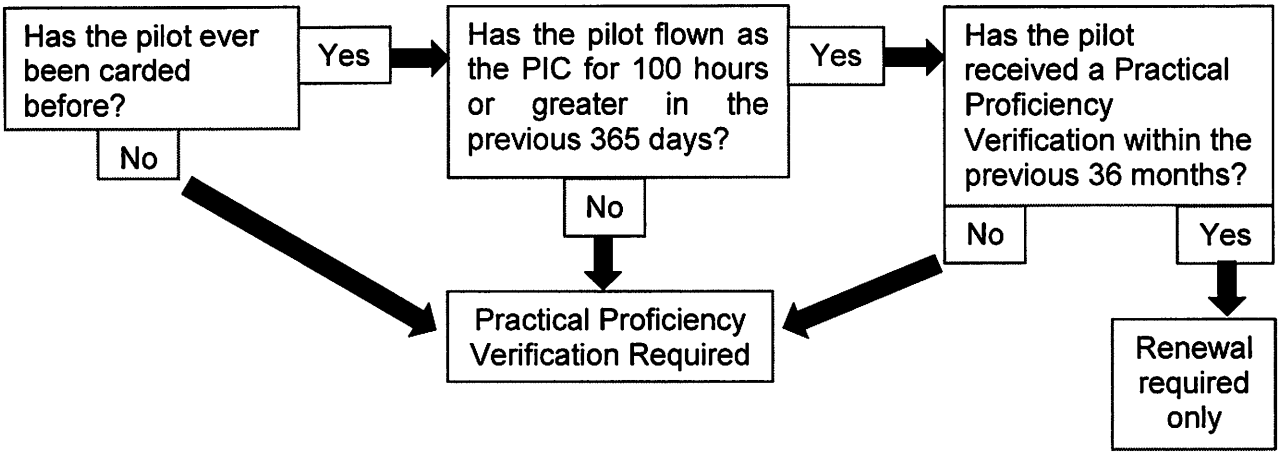
STEP 4. Pilot Proficiency Verification Carding Preparation – Renewal

a. Submit Table 10 data to the assigned Inspector Pilot

b. If more than one contractor employs a pilot, the pilot must have a pilot proficiency verification card associated with each contractor.

The following flowchart (Figure 1) provides guidance to determine the practical pilot proficiency verification requirement.

Figure 1. Practical Pilot Proficiency Verification Requirement.



STEP 5. FC-107 RW/FW/CC

1. Read and comply with the instructions on Page 2 of the FC-107RW/FW/CC document. **Your business name and address must match your invoices exactly or there will be a delay in payment. They also must match your tax record on file.**

2. CAL FIRE will give preference to California Certified Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) businesses. If current, enter your SB or DVBE number in this blank. Also, provide the certificate number and date of expiration of the SB or DVBE certification in the REMARKS section of the FC-107RW/FW form.

3. Leave the agreement number block blank.

   Failure to enter your SB or DVBE expiration date in the remarks section may result in your SB/DVBE status not being considered.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

4. Rate with Pilot Block: Ensure all costs associated with flight operations, maintenance, use of specialized equipment, lodging, meals, and personnel costs (in addition to the pilot) are calculated in the cost per flight hours block.

   - No fueling is provided for CWN light fixed-wing aircraft. All light fixed-wing aircraft are contracted at wet rates.
   - No fueling is provided for CWN helicopters. All helicopters are contracted at wet rates.

CONTRACT COUNTY NOTE

Following the California Attorney General opinion, 83-609 of December 30, 1983: "direct costs" used in calculating the FC107CC hourly *Rate w/ Pilot* equate to direct costs of SRA fire protection. Administrative overhead, funding towards aircraft improvements, and funding towards aircraft acquisitions do not constitute "direct costs."

Contract Counties shall submit an itemized cost breakdown that equates to their FC-107CC total reimbursable rate.

5. CWN Helicopter Standby Rate: Do not calculate the standby rates. Annotate only the number of standby hours allotted for aircraft type.
   - ICS Type 1 & Helitankers: (4) hours
   - ICS Type 2: (3) hours
   - ICS Type 3: (2) hours

6. Fixed Wing Standby Rates: Established by operator.

7. Additional Charges: In the blank blocks, enter any additional costs associated with special equipment (e.g., FLIR, EO/IR, Aerial Ignition, etc.).

STEP 6. Appendix A: CAL FIRE Leased Aircraft Requirements Agreement

1. This is a binding agreement or contract, as applicable.

STEP 7. STD 204/205: Payee Data Record

1. Enter all required information pertaining to the contractor's business information to process payment. The address on the FC-107RW/FW must match the address on the STD-204 (and STD-205 if required).

2. Once this document is completed and received, CAL FIRE will issue the contractor a "Vendor Number." This document must be completed clearly and completely.

STEP 8. CAL FIRE-20: Contractor Certification Clauses for Services, Contractor Certification Clause (CCC), and CAL FIRE-720: Darfur Contracting Act Vendor Certification

1. The CAL FIRE-20 and CCC forms contain clauses and conditions that may apply to your agreement and personnel conducting business with the State of California.

2. It is essential to provide a signature and initial where required. Failure to do so will prohibit the State of California from doing business with your company.

3. Blank 1 (a) or (b) on the CAL FIRE-20 form requires initials. If the contractor has conducted business activities outside of the United States in the previous three years, the CAL FIRE-720 form is required.

4. If the contractor has NOT conducted business activities outside of the United States in the previous three years – do not complete the CAL FIRE-720 form.

STEP 9. Contractors from Outside the United States

1. All contractor aircraft from outside the United States shall comply with the U.S. Department of Transportation – Federal Aviation Administration Advisory Circular number 00-60B providing information and guidance for operators under the provisions of the North American Free Trade Agreement (NAFTA) and operational guidance within the three Civil Aviation Authorities (CAA).

2. For foreign operators, submit an Internal Revenue Service Form:

   - W8BEN: Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting; or

   - W8BEN-E: Certificate of Entities Status of Beneficial Owner for United States Tax Withholding and Reporting (electronic)

STEP 10. Current Copy of Aircraft Interagency Data Card(s) or CAL FIRE Aircraft Cards

1. For each aircraft rostered on the FC-107CC, RW, or FW

2. If an aircraft card is not included, provide an explanation of why the card is not included and the estimated aircraft carding completion date.

STEP 11. Current Copies of Pilot Cards

1. Submit the DocuSign form, including current pilot cards (front and back) and the CARS compliance signature page, via the link provided in the solicitation checklist (Page 2 of the solicitation checklist).

STEP 12. Copy of 14 CFR Part 133, 135, and/or 137 Operating Certificates

1. Include all operating certificates applicable and Operations Specifications rostering each aircraft on the FC-107RW/FW.

2. Contract counties that roster exclusive use aircraft shall provide copies of 14 CFR Part 133, 135, and/or 137 Operating Certificates, as applicable.

STEP 13. Certificate of Insurance (COI)

1. Include a copy of the current COI for all required coverages below. All COIs shall be submitted via email at AMUFinance@fire.ca.gov.

INSURANCE REQUIREMENTS SCM 7.40

General Provisions Applying to All Policies

1. Deductible and Premiums

   - Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

   - The Department will not provide for nor compensate the Contractor for any insurance premiums or costs for any type or amount of insurance.

2. Coverage Term and Policy Cancellation or Termination

   - Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the CAL FIRE project representative at least ten (10) days before the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.

   - The Contractor shall provide, to CAL FIRE project representative within five (5) business days, following receipt by Contactor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to maintain the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this

agreement upon the occurrence of such event, subject to the provisions of this Agreement.

3. Primary Clause: Any required insurance in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

4. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

5. The Department will not provide for nor compensate the Contractor for any insurance premiums or costs for any type or amount of insurance.

6. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If the Contractor is self-insured for a portion or all of its insurance, a review of financial information, including a letter of credit, may be required. Department of General Services, ORIM Website: https://www.dgs.ca.gov/ORIM.

7. When the Contractor submits a signed contract to the State, the Contractor shall furnish to the State a certificate of insurance stating that all required insurance is in effect for the Contractor.

General and Commercial Liability Insurance

1. The Contractor shall provide commercial general liability insurance of not less than $1,000,000.00 per occurrence for bodily injury and property damage liability combined in effect for the Contractor. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom the claim is made, or a suit is brought subject to the Contractor's limit of liability.

The certificate of insurance will include the following provision in its entirety:

1. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.

2. The additional insured endorsement must accompany the certificate of insurance.

3. This endorsement must be supplied under a form acceptable to the Department of General Services, Office of Risk and Insurance Management.

Worker's Compensation Insurance

1. The contractor shall provide Worker's Compensation Insurance with a Waiver of Subrogation in favor of the State of California. Employer's liability shall be not less than $2,000,000.00. The following clause should be included: "Waiver of Subrogation in favor of the State of California or in favor of CAL FIRE:" By signing this Agreement, the Contractor hereby warrants that it carries Workers'

   Compensation Insurance is available for all of its employees who will be engaged in performing this Agreement. If the staff provided by the Contractor is defined as independent contractors, this clause does not apply.

Commercial Automobile Insurance on Owned, Hired, and/or Non-Owned Vehicles.

Contractor shall provide Commercial Automobile Insurance on Owned, Hired, and/or non-owned vehicles of not less than $1,000,000.00 policy. The same additional insured designation and endorsement are required for general liability to be provided for this coverage.

Aircraft Liability

1. Contractor shall maintain Aircraft Liability with limits of not less than $3,000,000.00 per occurrence and not less than $6,000,000.00 aggregate. The same additional insured designation and endorsement required for general liability will be provided for this coverage.

Available Coverages/Limits

1. If the insurance coverages obtained by Vendor are broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to Vendor shall also be available and applicable to the State.

STEP 14. Contract Aerial Resources Standards (CARS) Compliance

1. The Contractor's accountable manager/executive shall submit a roster of each operator, mechanic, and fuel truck driver and sign the CARS Compliance Form on behalf of all company employees. The accountable manager/executive is responsible for employee CARS compliance.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

NOTE

When checking in to a base, all paperwork must be completed. CWN/EU Managers will audit all paperwork for discrepancies and accuracy. Any discrepancies will delay the check-in process and dispatch availability.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

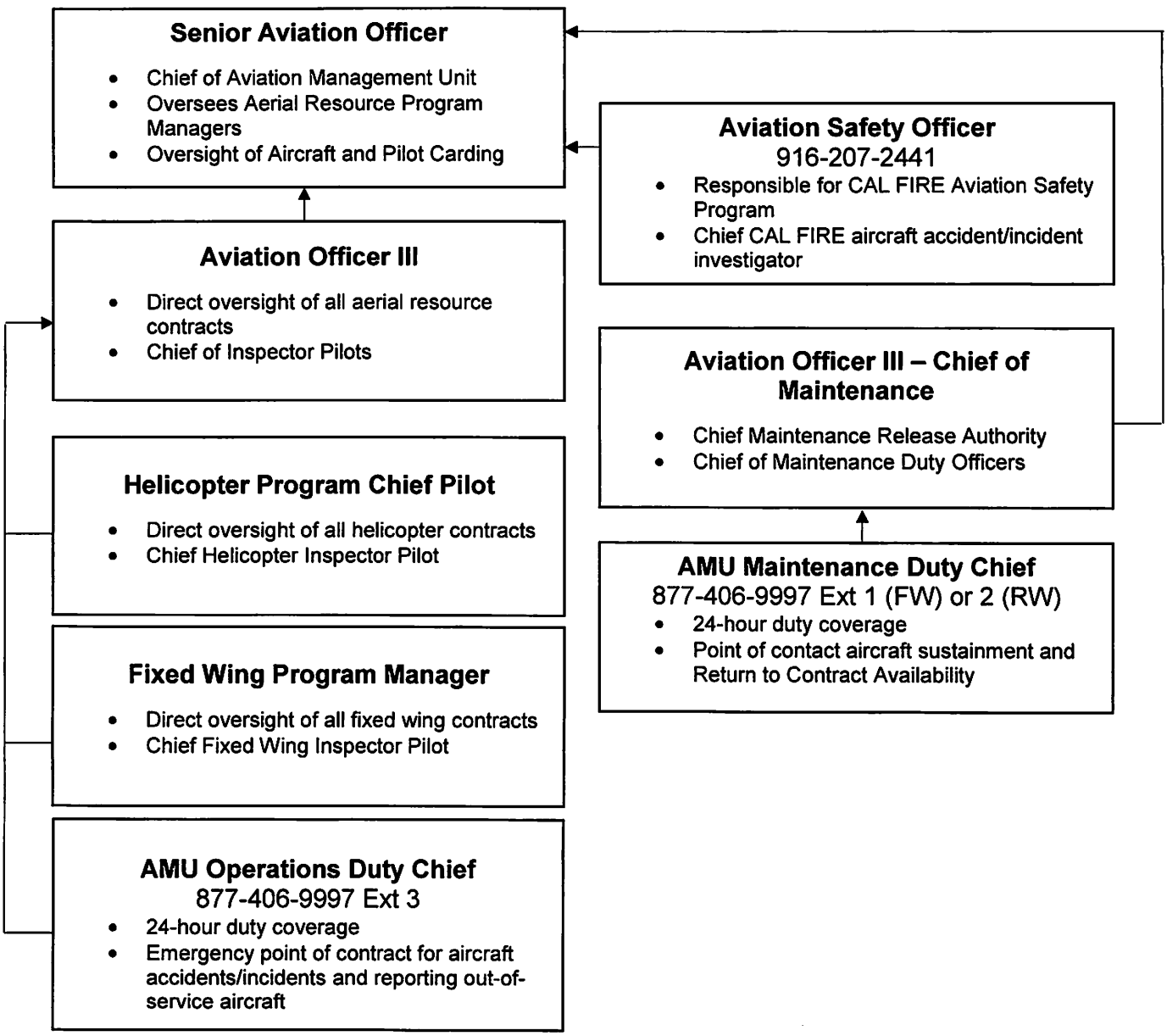
CAL FIRE ORGANIZATION FOR AERIAL RESOURCE CONTRACTOR

Overview. The success of this partnership requires the flow of information to be timely and accurate and to follow a chain of command. The following organization charts provide a quick view of the chain of command at three levels:

- CAL FIRE Aviation Management Unit – Contract Administration
- CAL FIRE Air Attack, Airtanker, & Helitack Bases – Field Operations

Figure 2 provides an outline of the administrative chain of command within the CAL FIRE organization.

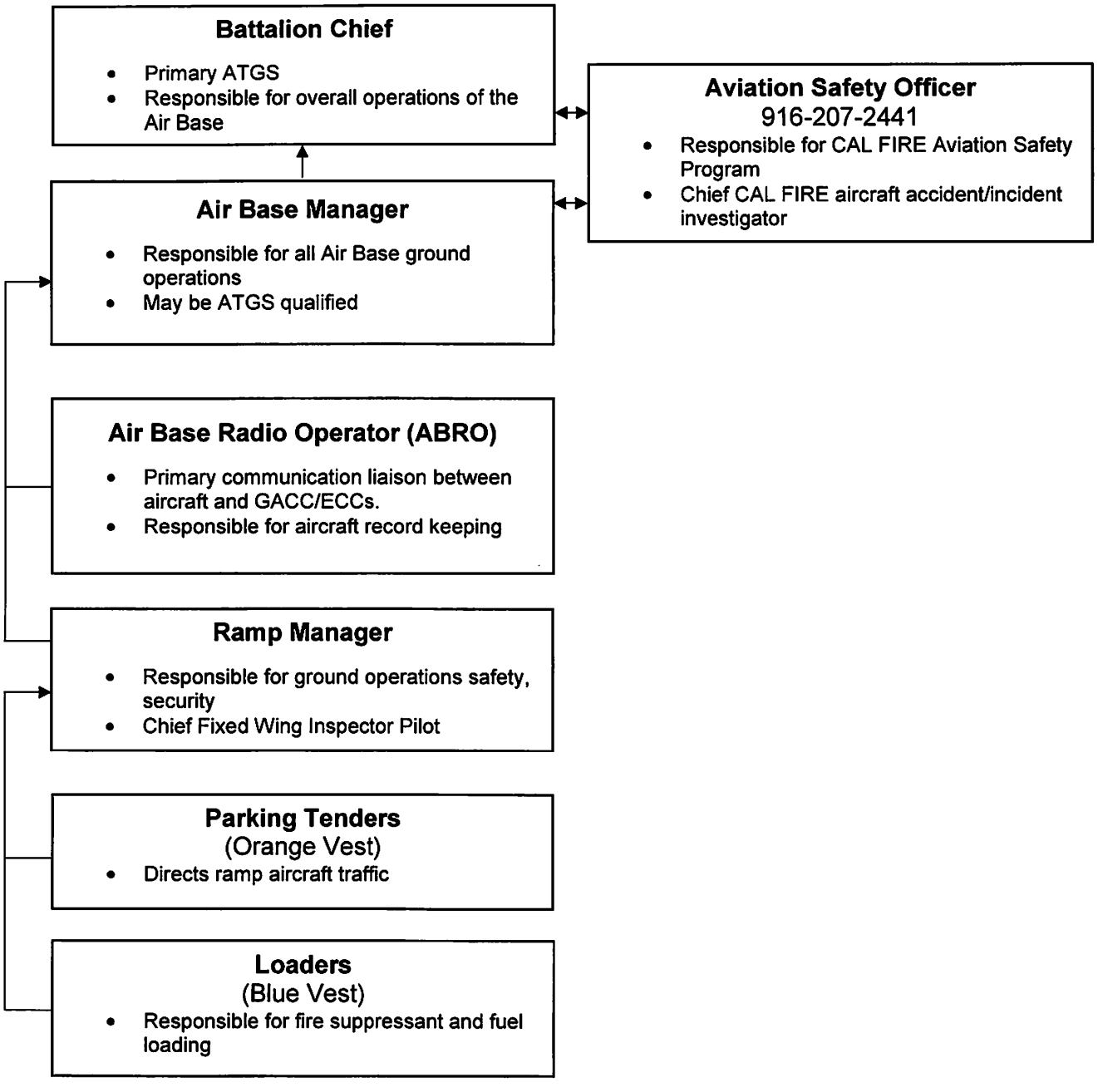
Figure 2. CAL FIRE Organization for Contract Aerial Resources.



Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Figure 3 provides an outline of the typical air base operational chain of command within the CAL FIRE organization.

Figure 3. CAL FIRE Air Base Organization for Contract Aerial Resources.



Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

FIELD POSITIONS

Air Operations Branch Director (AOBD). The AOBD supervises all air operation activities, prepares the air operations portion of the Incident Action Plan (IAP), implements its strategic aspects, and provides logistical support to aircraft operating on the incident.

Air Tactical Group Supervisor (ATGS). The Air Tactical Group Supervisor (ATGS) coordinates incident airspace, manages incident air traffic, and is the link between ground personnel and incident aircraft. The ATGS is an airborne firefighter who coordinates, assigns, and evaluates the use of aerial resources in support of incident objectives.

Helicopter Coordinator (HLCO). The Helicopter Coordinator (HLCO) coordinates helicopter mission(s) and incident airspace, manages incident air traffic, and links ground personnel and incident aircraft. The HLCO is an airborne firefighter who coordinates, assigns, and evaluates the use of aerial resources in support of incident objectives.

Air Support Group Supervisor (ASGS). The ASGS is responsible for planning and overseeing incident aircraft support functions, including helibase, helispot, and fixed-wing airbases. The ASGS supervises various managers, such as the Helibase Manager, Airtanker Base Manager, and Fixed Wing Base Manager. The ASGS also oversees the staff who establish and operate helicopter bases, maintain liaison with incident fixed-wing bases, and handle timekeeping for aviation resources assigned to the incident. Additionally, the ASGS assists with flight crew ground needs and coordinates with the Air Tactical Group Supervisor to ensure mission success and crew safety.

Air Tanker Base Manager (ATBM). The Airtanker Base Manager is a technical specialist functioning under coordination and support. The ATBM manages all flight and payment records for CWN and EU fixed-wing aircraft assigned to their base. The ATBM may report to an Air Support Group Supervisor or other appropriate Aviation Manager.

Helibase Manager (HEBM). The Helibase Manager has primary responsibility for managing all activities at the assigned helibase. Within the ICS system, the Helibase Manager is supervised by the Air Support Group Supervisor. On projects, the Helibase Manager may report to an Air Support Group Supervisor or Air Operations Branch Director if these positions are assigned.

Helicopter Manager (HMGB). The HMGB supervises and coordinates helicopter module operations. The HMGB supervises assigned crewmembers and reports to a Helibase Manager (HEBM), Air Support Group Supervisor (ASGS), Incident Commander (IC), or other assigned supervisor. The HMGB works in the Air Operations functional area.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

CONTACT INFORMATION

Contact Information	
CAL FIRE VHF-AM (always monitored)	122.925
VHF-FM Air Guard (always monitored)	168.625, Tone 1 (110.9)
Base VHF-AM (Base Victor)	Hemet/McClellan: 122.825 CIC/GOO/O22/CVH/WJF: 122.675 All other bases: 123.975
CAL FIRE AMU Operations Duty Chief (24/7)	(877) 406-9997 Ext 3
CAL FIRE AMU Maintenance Duty Chief (24/7)	(877) 406-9997 Ext 1: FW Ext 2: RW
Aviation Safety Officer	(916) 207-2441
Accident, Incidents, & SAFECOMs	(916) 207-2441 or (877) 406-9997 Ext 3
GACC (North Ops)	(530) 224-2466
GACC (South Ops)	(951) 320-6175
Helicopter Contracting	RW.CWN.Management@fire.ca.gov
Fixed Wing Contracting	FW.CWN.Management@fire.ca.gov
Helicopter Location Change Updates	CWN.Helicopter@fire.ca.gov
COIs, Billing, Contract & Carding Questions	AMUFinance@fire.ca.gov

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

FLIGHT AUTHORIZATION

CWN Helicopter Resource Order—Initial Hire. SAC ECC will hire CWN contractors for a specific incident and provide a Resource Order.

CWN Fixed Wing Resource Order—Initial Hire. AMU will contact CWN contractors to hire an aerial resource for an incident and provide a Resource Order.

CWN Point of Hire. A CWN aerial resource will be compensated from the location where the aerial resource is physically located at the moment of hire to the specified area of responsibility or incident.

Figure 4. Resource Order

RESOURCE ORDER	Initial Date/Time	2.Incident / Project Name	3. Incident / Project	Financial Codes
AIRCRAFT	02-16-2022 1241 PST	AIRPORT	CA-BDU-002479	PN PF9S (1522) [F]
			4. Office Reference Number 002479	9. Jurisdiction / Agency San Bernardino Unit

5. Descriptive Location	6. TWN	RNG	SEC	Base MDM	8. Incident Base / Phone Number	10. Ordering Office
Bishop	7S	33E	SN50	Mt. Diablo, CA	ECC FLOOR BUISNESS LINE BDU ECC: 909-881-6916 ECC FLOOR BUISNESS LINE BDU ECC: 909-883-1112 ECC EXPANDED CREWS BDU Expanded Crews: 909-881-6975 Main Incoming bdueccstaff@fire.ca.gov ECC EXPANDED OVERHEAD BDU Expanded Overhead: 909-881-6991 ECC EXPANDED SUPPLY BDU Expanded Supply: (909)881-6992 ECC EXPANDED FAX BDU Expanded Fax: 909-881-6990 Receptionist (909) 881-6970 ECC EXPANDED SUPERVISOR ECC Expanded Supervisor: 909-881-6977 ECC EXPANDED EQUIPMENT BDU Expanded Equipment: 909-881-6976 Receptionist (909) 883-1112 ECC FLOOR FAX BDU ECC Fax: 909-881-6970	San Bernardino Emergency Command Center
	LAT. 37° 22' 9" N					
	LONG. 118° 22' 18" W					

11. Aircraft Information

Bearing	Distance	VOR	Contact Name	Frequency Type	Assigned Frequency	Reload Base	Other Aircraft / Hazards
194.24°	1	BIH		AirTactics	166.6125	HMT	
204.75°	48	OAL		AirToAir	123.9750	WJF	
62.06°	61	FRA	CDF T20	AirToGround	159.3750 16	BIH	
			CDF CMD 01	Command	RX: 151.3550 TX:159.300 1	SBD	
			CDF T28	Tactical	151.1825 16		
			CDF T29	Tactical	151.3475 16		

12. Request Number	Ordered Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	Resource Assigned	M/D Ind	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To
A-40	2022-02-23 1606 PST	ECC FLOOR BUISNESS LINE BDU ECC: 909-881-6916	CA-BDCC	1	Service - Infrared Flight	2022-02-23 1700 PST	AIRPORT CA-BDU-002479	CA-BDCC	CA-OSCC			Pending					

12. Request Number	Ordered Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	Resource Assigned	M/D Ind	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To
		PN PF9S (1522)				STL [redacted] DATA DELIVERY POINT [redacted]						MAP CURRENT FIRE LINE DETECT HOT SPOTS					

13. User Documentation

Req. No.	Documentation	Entered By
A-40	[AUTO] Request was placed up from San Bernardino Emergency Command Center to Southern California Geographic Area Coordination Center	ialamillo 2022-02-23 1607 PST
A-40	INTEL ADVISED [redacted]	ialamillo 2022-02-23 1607 PST

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

FC-115 Pre-Hire Information Form. This form is a part of the solicitation package. Section 1 shall be completed before departing. CAL FIRE will complete sections 2 and 3 upon arrival.

Immediate Dispatch Before Check-In. If the aircraft is immediately pressed into service without checking in, automatic flight following takeoff time shall be utilized at the time of departure. By the end of the first day, the aircraft shall be formally checked in by the Helicopter Manager or Air Tanker Base Manager (ATBM).

FC-106: Interagency Aircraft Dispatch Form (All contract types). Once an aircraft arrives at the Air Base or Incident and completes the check-in/pre-use inspection process (as applicable), the aerial resource will be available for dispatch. An FC-106 will be issued for any dispatch when not assigned to an incident helibase.

Dispatch Window. Pilots shall be available for immediate dispatch within 15 minutes while on duty.

If the pilot cannot respond within 15 minutes, the ATBM or Helibase Manager will be notified of the delay.

Flight Records. The Helicopter Managers and/or ATBM shall complete all applicable flight and payment records listed in Table 11.

Table 11. Flight and Payment Records

Electronic Aircraft Management System of Record	CAL FIRE-62: Emergency Aircraft Use Invoice
CAL FIRE-63: Helicopter Daily Cost Worksheet – as applicable	Air Operations Worksheet
SAFECOMs – Flight Crew responsibility	

Contract Aerial Resources Demobilization (DEMOB). When a contract aerial resource is released from an incident, all records in Table 11 will be finalized and submitted for reconciliation.

Additionally, a CAL FIRE-230: Vendor Evaluation Form shall be submitted to:

- Helicopter: RW.CWN.Management@fire.ca.gov
- Fixed Wing: FW.CWN.Management@fire.ca.gov

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Leaving the Incident. CWN aerial resources will be compensated for no greater than the flight back to the point of hire. If a CWN aerial resource travels to a location less than the distance to the point of hire, the contractor will be compensated for only that distance. Sanctions against a vendor may be pursued if the vendor misrepresents their destination.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

STANDARD MINIMUM AIRCRAFT STAFFING

Minimum Aircraft Staffing Requirements. All contracted aircraft shall operate with the required flight crew prescribed by each aircraft operator's manual. It is recommended that NVG fire suppression Type 1 aircraft staff an additional crewmember if authorized by the aircraft operator's manual. Mandatory crewmember staffing is required by 2026.

Minimum Support Personnel. A mechanic shall be assigned and available for each aircraft and cannot be shared between different worksites. Exclusive Use contracts shall dictate the minimum number of support personnel. Type I and II Helicopter FSVD and mechanics may serve a dual role at a base. Type III helicopter mechanics shall be available on a 3-hour recall status. A full-time FSVD is required at the base.

Any ordered extended standby shall comply with the following maximum limits for personnel:

Type Aircraft	Number of Personnel Allowed for Extended Standby
Helitankers	1 pilot (1 SIC if required by the aircraft operator's manual); 8 maintenance personnel (includes FSVD)
Type I Helicopter	1 pilot (1 SIC if required by the aircraft operator's manual); 8 maintenance personnel (includes FSVD)
Type II Helicopter	1 pilot; 4 maintenance personnel (includes FSVD)
Type III Helicopter	1 pilot; 3 maintenance personnel (includes FSVD)
Type I Air Tanker	1 pilot (all other flight crew if required by the aircraft operator's manual); 3 maintenance personnel
VLAT	All required flight crew; 4 maintenance personnel

Approved Mechanic Schedule. Vendors may allow mechanics to work a duty schedule of 14 consecutive days on shift and 14 days off.

Mechanic Mandatory Time Off.
Mechanics will have two (2) 24-hour time periods off duty during any 14-day period unless the designated contract representative approves a 14-on-14 off schedule. Days need not be consecutive.

Relief mechanics reporting for duty may be required to furnish a record of all duty time during the previous 14 days.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Mechanic Availability Requirements. A mechanic shall be assigned and available for each aircraft. Mechanics may not be shared between different worksites.

The mechanic is allowed to fly on repositioning flights.

MISSION PLANNING

Preflight Planning. At a minimum, the PIC shall be familiar with applicable performance data at all intended and alternate airfields, weather for the route of flight, fuel reserve requirements, aircraft weight and balance, flight restrictions as applicable, NOTAMs, special use airspace, and Air Defense Identification Zones.

Before any flight, the PIC shall ensure that all required risk management analyses are performed per Chapter 12 to identify potential hazards and mitigation strategies.

Use of Public Airports & Helipads. Aircraft are authorized to use public airport facilities applicable to aircraft type. Operators shall observe all normal traffic patterns, procedures, and ATC instructions within the terminal area. Compliance with local rules and policies is mandatory.

PICs shall adhere to each airport runway Aircraft Classification Number (ACN) and Pavement Classification Number (PCN) before usage, including weight restrictions on all helipads and movement areas.

Performance Data. The PIC shall assess departure, destination, alternate field conditions, and all enroute segments to ensure the flight complies with the aircraft operator's manual performance requirements. During operations at high-density altitudes, the PIC is the final authority on reducing fuel, fire suppressants, and/or cargo weight.

Power Trend Analysis (Helicopters Only). A complete power trend analysis shall be conducted per the aircraft operator's manual and logged before departing for the day's first flight.

All power trend results shall be provided to the Helicopter Manager.

Fixed Wing Minimum Runway Length. Except in the event of an emergency, the PIC shall comply with all minimum runway length calculations based on current aircraft takeoff and landing data for the given conditions.

Weather Briefing. In accordance with 14 CFR Part 91.103, the PIC is responsible for receiving a standard aviation weather brief daily and is updated as needed for significant weather changes, as outlined in FAA Advisory Circular 91-92. A daily fire weather brief does not relieve the PIC of receiving an aviation weather brief. Flight crew attendance is mandatory for each morning brief.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Aircraft and Aeronautical Publications. The use of an Electronic Flight Bag (EFB) is authorized in lieu of paper publications and aeronautical charts. Each EFB shall be at least 75 percent charged before flight and have an aircraft charging source while remaining usable for flight operations. All aeronautical data information shall be updated daily for California, Oregon, and Nevada before startup.

Approved EFB Applications. All EFB applications are for reference only and shall not be utilized as the sole means of navigation. The following operational applications are approved for EFB use:

- Foreflight
- Avenza Maps
- Gaia GPS
- TracPlus
- Google Earth
- Flight Risk Assessment Tool (FRAT)
- Tactical Analyst (TA)
- Any FAA-approved EFB application (FAA AC 120-76D)

Fixed Wing Fuel Reserve Planning Requirements. Under day VFR conditions (considering wind and forecast weather conditions), enough fuel shall be carried to operate at least 30 minutes beyond reaching the first point of intended landing at normal cruising airspeed.

Under night VFR conditions (considering wind and forecast weather conditions), enough fuel shall be carried to operate at least 45 minutes beyond reaching the first point of intended landing at normal cruising airspeed.

Helicopter Fuel Reserve Planning Requirements. Under day VFR conditions (considering wind and forecast weather conditions), enough fuel shall be carried to operate at least 20 minutes beyond reaching the first point of intended landing at normal cruising airspeed.

Under night VFR conditions (considering wind and forecast weather conditions), enough fuel shall be carried to operate at least 30 minutes beyond reaching the first point of intended landing at normal cruising airspeed.

Refuel Planning. When responding from a unit, the EU Manager ensures the vendor formulates a refueling plan.

Weight and Balance. Before any flight, the PIC shall ensure that a weight and balance calculation has been completed based on the aircraft's actual loading. The PIC shall be familiar with any anticipated operations during the flight that will significantly change aircraft weight and balance (e.g., fire suppression, cargo loading, passenger embarkation, etc.).

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Notice to Air Missions (NOTAMS). The PIC shall be familiar with all NOTAMs and Temporary Flight Restrictions (TFRs) for the planned flight route.

DROTAMS. The PIC shall be familiar with all DROTAMs for the planned flight route.

Special Use Airspace (SUAs). All flights shall adhere to 14 CFR Part 73 for entry into and operations within special-use airspace.

All operations within SUAs shall be coordinated with the controlling agency before entry. Two-way communications with the controlling agency shall be maintained when practicable. CAL FIRE has a Memorandum of Understanding for the R-2508 complex. Reference the R-2508 Complex User Brief before operating within this airspace.

Once the R-2508 Complex User Brief is completed, email 2508CCF@us.af.mil and copy to RW.CWN.Management@fire.ca.gov or FW.CWN.Management@fire.ca.gov.

Email must contain:

Subject: R-2508 User Brief Attendance <Name> <Company>

Body: <Title>
<Name>
<Company>
<CWN, EU, or Cooperator>

Air Defense Identification Zones. In accordance with the National Mobilizations Guide, mobilizations involving the United States and Mexico for fires within ten (10) miles either side of the United States/Mexico international border are defined in the Wildfire Protection Agreement between the Department of the Interior and the Department of Agriculture of the United States and the Secretariat of Environment, Natural Resources, and Fisheries of the United Mexican States for the Common Border.

In accordance with the Protocol for Aviation is found within the National Aviation Safety Plan, aircraft entering Mexican airspace must follow established protocols and communicate mission details to the appropriate Interagency Dispatch Center. Aircraft shall not enter Mexican airspace without consent from the coordinating authorities and concurrence from the identified aerial supervision. Permission must be received from the National Forestry Commission of Mexico (CONAFOR) before entering Mexican airspace.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Helicopter Night Fire Suppression Operations – Initial Attack. NVG operations shall only be conducted by current and qualified flight crew. Before dispatching an NVG-capable aerial resource, ECCs shall confirm with the at-scene incident commander and/or at-scene aerial supervisor (Company Officer or higher) that one or more of the following criteria exists:

- Immediate threat to life
- Immediate threat to structures
- Immediate threat to critical infrastructure
- Threat of significant fire growth

Once the night fire suppression criteria are mitigated, the flight crew, in conjunction with the IC or delegated authority, shall reevaluate the continued use of night aerial resources. Flight crews have the authority to terminate fire suppression efforts.

Approved Operational Night Missions. NVG operations are limited to the following (as carded):

- Fire Suppression – Hover fill and/or ground fill
- Reconnaissance – only in conjunction with fire suppression. Cannot be dispatched solely for reconnaissance.
- Search
- Rescue (flat pitch only)
- Hoist Rescue (as qualified)
- Transportation of victims to a higher level of care.

Helicopter Night Fire Suppression Operations – Extended Attack. Night fire suppression operations shall only be conducted after completing the CAL FIRE Night Extended Attack Checklist, as applicable. EU Managers shall retain a copy of the CAL FIRE Night Extended Attack Checklist.

NVG Helicopter Landing and Dip Sites. All tactical landing and dip sites shall provide an area free of obstacles no less than 150 feet long and 150 feet wide from the rotor systems.

CH-47 Helicopter Landing and Dip Sites. All tactical landing and dip sites shall provide an area free of obstacles no less than 200 feet long and 200 feet wide from the rotor systems.

Night Fire Suppression Response. Before conducting any night fire suppression response, flight crews may elect to conduct a day reconnaissance if:

- Unfamiliar with the fire location
- Unfamiliar with hazards and/or obstacles near the fire location
- FRAT overall risk element is RED (requires approval by the AMU Operations Duty Chief)

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

- Any time the flight crew elects conditions are unsafe

NVG HLCO shall be assigned to any incident where (3) or more aircraft are conducting low-level operations (500 feet AGL and below) in the same working area.

NVG Point-to-Point. Flight crews may utilize NVGs for night point-to-point flights if they are qualified, current, within duty day limitations, and the weather is above the required NVG weather minimums.

Flight Plans. The PIC shall file a written or computerized domestic or ICAO flight plan (FAA 7233-4) before each flight, except for VFR flights under Aircraft Flight Following (AFF) surveillance monitored by CAL FIRE following Procedure 8150-4, Flight Following.

Use of Computerized Domestic or ICAO Flight Plans. Flight applications, such as ForeFlight, may be used to file and activate flight plans. Irrespective of the flight following system or flight plan used, radio or phone communications shall be required upon departure and at completion of the flight. Radio communications may be required during in-flight operations (i.e., diverts, in-flight emergencies).

Activating Flight Plans. Flight plans utilizing AFF shall be activated upon departure through the base or local ECC. Flight crews shall provide the following information to the base or local ECC when activating a flight plan:

- Aircraft Number
- Departure Location
- Mission/Incident
- Destination Location
- Number of Persons Onboard
- ETA to Destination
- Fuel State (USFS)

FAA Flight Following. When conducting flights with no immediate response requirement, the PIC is encouraged to request VFR flight following with ATC when operating in an FAA radar environment. If leaving the radar environment or canceling a VFR flight following, activation of AFF with the nearest ECC is required.

Closing Flight Plans. Flight plans shall be closed with the controlling agency upon arrival at the destination.

When opening or closing flight plans at McClellan Airport after SAC ECC normal business hours, flight crews shall contact the McClellan Air Tanker Base or the AMU Operations Duty Chief at (877) 406-9997 Option 3.

Overdue and Missing Aircraft. In case of a loss in AFF or verbal flight following via radio, ECCs will follow Procedure 8150-3, Overdue and Missing Aircraft. An aircraft is

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

considered overdue or missing if contact cannot made after 15 minutes of continued attempts (AFF or through radio communications).

Formation Flights. Formation flights are prohibited. Within the FTA, maintain VFR separation minimums.

Manifest Requirements. Before any flight, the PIC shall complete an FC-67 (and/or FC-113 when applicable). A copy of these forms shall be submitted to the base or designated personnel before departure. When it is not practicable to provide a copy of the FC-67 and/or FC-113, the flight crew shall provide this information via the appropriate air base or helibase frequency.

Passenger Brief. A passenger briefing is required when transporting non-helitack personnel.

Mission Delay and/or Refusal. The PIC or Aerial Supervisor makes the final decision to delay or refuse a mission. As soon as possible, notify the appropriate chain of command regarding the reason for the delay and/or refusal.

If another aerial resource is requested, the requestor must inform the new flight crew of the unsafe condition, location, and aircraft type that delayed or refused the mission.

Flight in Icing Conditions. Flight into known or forecasted icing conditions is allowed on a case-by-case basis if the aircraft is equipped and authorized by the aircraft operator's manual. The AMU Operations Duty Chief may authorize operations in forecasted icing conditions.

Turbulence and Thunderstorms. Flight in turbulence shall be conducted in accordance with the aircraft operator's manual. All flights shall avoid thunderstorms.

All flights should avoid areas of known (reported or verified) moderate or greater turbulence.

Volcanic Ash Precautions. Avoid aircraft operations in the general area of volcanic activity. Since volcanic dust may extend for several hundred miles, flights should be planned well clear of the area, and if possible, the flight path should be above or on the upwind side of the volcanic dust. Aircraft that have encountered volcanic dust shall not be cleared to fly until suitable maintenance inspections have been accomplished.

AIRCRAFT AVAILABILITY

Overview. The aircraft is considered "Unavailable" if the aircraft, critical support equipment, or personnel cannot meet the requirements of the agreement.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Unavailability. If an aircraft or flight crew is out of service, unavailability will be rounded up to the nearest quarter hour.

The status of unavailability will continue until the deficiency is corrected. The operator is responsible for informing their ATBM or Helibase Manager when corrective actions are completed, and the aircraft or flight crew is released for flight operations.

Flight crew members are not considered "unavailable" on the Air Operations Worksheet if they reach their maximum duty day or flight time restrictions.

FLIGHT AND DUTY LIMITATIONS

Definition of a Duty Day. The definition of a duty is consecutive time spent in flight, performing ground duties, or in a standby or alert status. A duty day begins as assigned for a consecutive 24-hour period.

A duty day is scheduled for nine (9) hours and may not be extended beyond 14 hours in any 24-hour duty period.

Extended Standby Duty. The CAL FIRE Extended Standby rate is 50 USD per hour. Any portion of an hour shall be rounded up to the nearest hour after nine (9) hours for each required flight crew member and assigned maintenance personnel performing maintenance or awaiting the aircraft's return to perform maintenance.

Hobbs Time. Hobbs time is used for aircraft flight time entry in the electronic system of record.

Flight Crew Duty Limitations. Flight crew duty limitations are designed to ensure crew members are provided with designated rest period opportunities aligning with FAA requirements. Flight crews may elect to reduce maximum flight time requirements due to fatigue or safety concerns.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Table 12. Flight Time and Flight Crew Member Rest Standards

Duty Day NOTE 1 NOTE 2	14 hours maximum within a 24-hour period
Rest Requirement NOTE 3	10 hours (consecutive)
Total Flight Time - Single Pilot	7 hours in a Duty Day
NVG Flight Time – Single Pilot	5 hours in a Duty Day
Total Flight Time – Dual Pilot	8 hours in a Duty Day
NVG Flight Time – Dual Pilot	6 hours in a Duty Day
Daily Staffing Limit NOTE 4	12 consecutive days
6 Days	6-Day Flight Calculator

NOTE 1: Duty Day begins upon arrival at the work location and ends upon departure from the work location. If the work location is over a 30-minute drive from the rest location, the duty day begins upon departure from the "suitable accommodation facility" and ends upon arrival at the "suitable accommodation facility."

NOTE 2: Relief flight crew reporting for duty may be required to furnish a record of all duty time during the previous 14 days.

NOTE 3: Flight time is cumulative and resets only after the (10) consecutive uninterrupted hours of rest are met.

NOTE 4: During any 14 consecutive days, flight crew members shall be relieved from duty for at least two days (two uninterrupted 24-hour periods). Days off need not be consecutive.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

6-Day Flight Calculation.

Day Only (Single Pilot)	In a consecutive 6-day period, 36.0 cumulative hours require one (1) 24-hour period off, and 42.0 cumulative hours require two (2) days off.
Day Only (Dual Pilot)	In a consecutive 6-day period, 41.1 cumulative hours require one (1) 24-hour period off, and 48.0 cumulative hours require two (2) days off.
Night Only (Single Pilot)	In a consecutive 6-day period, 25.7 cumulative hours require one (1) 24-hour period off, and 30.0 cumulative hours require two (2) days off.
Night Only (Dual Pilot)	In a consecutive 6-day period, 30.8 cumulative hours require one (1) 24-hour period off, and 36.0 cumulative hours require two (2) days off.
Dual Pilot Cumulative Flight Time	In a consecutive 6-day period, 41.1 cumulative hours (day and night) require one (1) 24-hour period off, and 48.0 cumulative hours require two (2) days off.
Single Pilot Cumulative Flight Time	In a consecutive 6-day period, 36.0 cumulative hours (day and night) require one (1) 24-hour period off, and 48.0 cumulative hours require two (2) days off.

Flight Crew Responsibilities. The Flight Time and Flight Crew Rest Standards (Table 12) are in place to safeguard the mental and physical readiness of flight personnel. It is the moral responsibility of each qualified crew member to engage in off-duty activities that will allow the crew member to return to duty fully rested.

Voluntary Removal from Flight Status. Pilots must voluntarily remove themselves from flight status in the event of illness, fatigue, or any other reason that could undermine flight safety. The pilot must report their voluntary removal from flight status to the ATBM or Helicopter Manager and the AMU Operations Duty Chief.

Alcohol Consumption. Flight crews are restricted from aerial operations for at least eight hours after last alcohol use and must have no residual effects. Residual effects include light-headedness, headache, fatigue, nausea, visual alteration/distortion, and lack of alertness.

Class 2 Medical Clearance. All PICs and PACs shall maintain a current FAA Class 2 Medical clearance at a minimum. This clearance shall be renewed annually by an FAA Aviation Medical Examiner.

Medication. Flight crews shall not take any prescription medication/supplement unless cleared by a qualified FAA Aviation Medical Examiner. Flight crews using over-the-

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

counter medication/supplements shall follow the FAA Over-The-Counter Medication for Pilots Checklist.

Hyperbaric Exposure. Under normal circumstances, flight crews are restricted from aerial operations for 24 hours after using Self-Contained Underwater Breathing Apparatus (SCUBA) for diving, compressed air dives, or high-pressure chamber use.

Emergency Breathing Device training utilized for emergency egress does not limit personnel from flight. The duration and depth of training are not usually sufficient to produce symptoms of decompression sickness or air embolism.

ROLES AND RESPONSIBILITIES WITHIN THE AIRCRAFT

Pilot-In-Command (PIC) Responsibilities. The PIC is responsible for the professional, safe, orderly, efficient, and effective performance of the aircraft and the safety of the crew members during the entire mission. This responsibility exists from when the PIC first enters the aircraft with intent for flight until leaving it upon mission completion.

Pilot-In-Command Authority. In accordance with 14 CFR Part 91.3, the PIC is ultimately responsible for all operations within the aircraft, from preflight to postflight. PICs shall employ crew resource management while operating an aircraft and weigh flight crew input into at-scene decision-making. The PIC may delay or refuse any mission or flight profile, if conducted, would violate CAL FIRE and/or FAA policy or if conditions are deemed unsafe by the PIC (i.e., environmental conditions, hazards, aircraft limitations, crew limitations, etc.). When operating an aircraft with two pilots, a PIC shall be identified before commencing the flight.

Second-in-Command (SIC). The SIC is responsible for monitoring radio communications, the flight path of the aircraft, automated systems if engaged, aircraft systems, airspace surveillance, and checklist management. It is the co-pilot's responsibility to complete non-flight path-associated tasks.

Sensor Operators. Sensor operators will operate mission-essential equipment. Sensor operators will have a NIFC AGOL log-in (to access the interagency "New Fire Detection" survey to report new fires during recon missions). Sensor operators will conform to the standardized naming convention when producing product files. The agency aircraft manager will provide this format.

MISSION ESSENTIAL AND ANCILLARY EQUIPMENT

Minimum Equipment List (MEL). Each aircraft shall have a MEL available to the flight crew. The MEL will determine which operations are impacted depending upon which aircraft systems are degraded.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Traffic Avoidance Systems (TAS) Requirements and Use. Traffic advisory systems must be FAA Technical Standard Orders (TSO) approved, use active interrogation, graphically display traffic relative to the aircraft's horizontal position, and provide alert audio to all required audio positions. Non-flight crew members must have the ability to disable alert audio. The display must be within view of the PIC and SIC/observer. The system must provide coverage in all directions above and below the aircraft with a maximum range of at least 10 nautical miles. The display must allow range selection of 2 miles or less unless the 2-mile display area has a diameter of 2.75 inches or larger. Traffic displays must permit aircraft identifications to be turned off.

While TAS may not be considered mission-essential equipment within a MEL, using a properly functioning traffic collision avoidance instrument is mandatory for all Exclusive Use aircraft.

The use of a properly functioning traffic collision avoidance instrument will be mandatory for CWN operators by June 2025.

Automatic Dependent Surveillance – Broadcast In (ADS-In) Requirements and Use.

ADS-B In systems must receive both UAT and 1090ES and display TIS-B traffic, with aircraft identifications, on a government iPad via Foreflight using one of the methods below.

- A permanently installed ADS-B In receiver with the capability to wirelessly integrate with Foreflight. The wireless signal must be sufficient to provide an uninterrupted connection from the SIC and aircraft observer positions.

- Provisions for installing a Stratus 3 receiver must include installing affixed dash mount GPS and ADS-B antennas external to the aircraft, compatible connectors at the dash mount, and dedicated power to a compatible connector at the dash mount.

The aircraft shall operate with a functioning radar beacon transponder with mode 3/A or Mode C and ADS-B capability unless the mission urgency dictates it.

When responding to an incident, all aircraft shall squawk Mode 3/A code 1255.

Additional Telemetry Unit (ATU).

- Additional Telemetry Units must be powered by the aircraft's electrical system and operational in all phases of flight.

  The ATU must report open, close, gallons filled, and gallons dropped events with GPS data (Date, Time, Latitude, Longitude, Altitude, Speed, and Heading)

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

following the data format as specified in the AFF JSON requirement at https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf.

Additional data may be requested depending on the tank, such as pump on/off and coverage level.

- The ATU data must be delivered to the government within two minutes of the event and not interfere with any AFF position reports. A subscription service must be maintained through the AFF or ATU equipment provider, allowing AFF position reporting and ATU event data via CAL FIRE's application(s).

- Calibration event(s) ensures the tank fills to its dispensable tank volume and equals the same volume reported to the ATU. This shall include a fill, open, close, and calculated volume dropped, which must be performed no less than seven calendar days before the aircraft inspection and must be provided to the aircraft inspector. The vendor must verify that the system is properly reporting all data correctly. Specifically, volume is based on the maximum typical contract load based on environmental conditions, and all GPS information is included per event.

- The vendor must verify the data is transmitting and displaying correctly on the ATU provider's website and CAL FIRE's application(s) to which it is required to report.

- If the ATU becomes unreliable, the system must be returned to full operational capability within 14 calendar days of its discovery.

Oxygen Requirements. When operating helicopters, operators shall comply with 14 CFR 91.211, which requires oxygen use by qualified crew members operating non-pressurized aircraft when between 12,500 feet MSL and 14,000 feet MSL for greater than 30 minutes and at all times when above 14,000 feet MSL.

Non-qualified crew members must have access to oxygen when above 15,000 feet MSL.

Use of Recording Devices. Internally and externally mounted cameras are not permitted on contracted aircraft. The AMU Maintenance Duty Chief may waive this requirement on a case-by-case basis.

All flight crew members and other occupants shall be made aware that all media recorded on any device (including personal devices) aboard all aircraft can become state property and must be relinquished when ordered in accordance with the Public Records Act.

Voice and video recordings may be considered a form of Personally Identifiable Information (PII) and shall be protected in accordance with the Privacy Act of 1974.

Medical Equipment. The use of manual pacer-defibrillators and Automatic External Defibrillators (AED) is approved aboard all aircraft. Defibrillators are required to use internal batteries as the sole power supply. No connection to aircraft power is allowed.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Other Safety Equipment. Each vendor shall supply a 20 B:C fire extinguisher and crash rescue kit (NFES 1040) at their assigned location.

Aviation Life Support Equipment (ALSE). Flight crews shall appropriately don the following minimum PPE:

- Approved long-sleeved flight clothing made of fire-resistant polyamide or aramide material
- Polyamide or aramide gloves
- Shirts, trousers, and boots shall overlap by two inches
- DOI-approved protective helmet with chin strap
- Boots or closed shoes covering the ankle. Deep-cleated soles are not authorized
- Personal flotation device when performing water bucket operations (helicopter) and operating beyond power-off glide distance to land.

WEAPONS AND CARGO

Firearms Aboard Contracted Aircraft. Only designated law enforcement officers are authorized to carry and/or transport firearms aboard contracted aircraft while serving a government function. Discharging firearms from within the aircraft is not authorized.

Single-action firearms (the hammer must be manually cocked other than by pulling the trigger) shall NOT have a round chambered (under the firing pin). Firearms designed with an internal or operator-activated device that physically locks the firing pin in the retracted position unless the trigger is pulled, and double action handguns (the hammer/weapon is cocked and released by pulling the trigger) shall be allowed to have a round in the chamber with the handgun safely de-cocked and holstered. All firearms with mechanical safety devices shall have those safeties engaged.

All firearms shall be carried with the muzzle pointing downward towards the floor.

Transportation of Personnel Under Law Enforcement Custody. Any personnel being transported under law enforcement custody shall be restrained for the safety of the flight. In case of an emergency egress, the law enforcement officer may remove restraints to facilitate the egress of personnel in custody.

Cargo in Crew or Passenger Compartment. When cargo is to be carried in the passenger/or crew compartment, the PIC shall ensure all cargo is properly secured in accordance with 14 CFR Part 91.525. An accurate cargo weight shall be determined for aircraft performance calculations and annotated on an FC-113 and FC-67, as applicable.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

HELICOPTER LOADING OF CARGO AND PERSONNEL

Safety Brief. Ground personnel must be briefed on safety before loading or unloading personnel or equipment while the rotors are turning.

Loading Non-Jettisonable Cargo or Non-Helitack Personnel while Rotors are Turning. The loading or unloading of non-essential personnel or cargo is authorized while rotors are turning only when escorted by CAL FIRE ground personnel. Personnel shall stay outside the rotor arc until permission is given by the PIC to enter under the rotor arc. Personnel should only approach the aircraft from the three or nine o'clock position while escorted. These operations will only be conducted when supervised by trained personnel and approved by the PIC.

Loading Helitack Personnel while Rotors are Turning. Helitack personnel are authorized to load or unload while rotors are turning. Personnel shall stay outside the rotor arc until permission is given by the PIC to enter under the rotor arc. It is recommended that personnel approach the aircraft from the three or nine o'clock position.

FIXED WING LOADING OF CARGO AND PERSONNEL

Safety Brief. A safety brief with ground personnel is mandatory before loading or unloading personnel or equipment while engines are running.

Loading Non-Jettisonable Cargo or Personnel while Engines Running. All aircraft propellers shall be stopped before loading or unloading of passengers or cargo.

The only authorized exception is when access to the aircraft is from the side opposite the running engine(s) and the approach and departure from the aircraft is on the non-operational side. These operations will only be conducted when supervised by trained personnel and approved by the PIC.

Aircraft propellers or turbofan engines may continue to operate only when loading non-jettisonable cargo and/or personnel through the aft cargo ramp/door. Safety personnel shall be posted aft of the trailing edge of each wing.

Fixed-Wing Qualified Non-Crew Members. Qualified non-crew members are not permitted on restricted category aircraft. All standard category aircraft shall be inspected and carded for passenger/crew transport if carrying qualified non-crew members in accordance with Chapters 3 through 6, as applicable.

The following crew members are approved to occupy an observer's seat in a fixed-wing aircraft:

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Air Tactical FIRE Mission (Standard Category Only)

- Air Tactical Group Supervisor (ATGS) and ATGS trainees
- CAL FIRE Aviation Officers
- Others as approved by the AMU Operations Duty Chief

Air Tactical NON-FIRE mission (All above including the following)

- Company Mechanics
- Others as approved by the AMU Operations Duty Chief

Air Tanker FIRE mission

- Air Tanker Pilot Trainees
- Others as approved by the AMU Operations Duty Chief

Air Tanker NON-FIRE mission (All the above Air Tanker Fire Mission including the following)

- CAL FIRE personnel designated as ATGS or Airtanker Coordinator
- Company Mechanics
- Others as approved by the AMU Operations Duty Chief

Incident Assessment and Awareness (IAA) mission

- CAL FIRE personnel designated as ATGS, ATGS trainee, Sensor Operator, and/or Aerial Observer
- Others as approved by the AMU Operations Duty Chief

Helicopter Qualified Non-Crew Members. Qualified non-crew members are not permitted on restricted category aircraft. All standard category aircraft shall be inspected and carded for passenger/crew transport if carrying qualified non-crew members in accordance with Chapters 3 through 6, as applicable.

The following crew members are approved to occupy an observer's seat in a helicopter:

Helicopter FIRE mission (Standard Category).

- CAL FIRE Aviation Officers
- CAL FIRE Helitack Crewmembers
- HLCO, MHEM, or any other personnel discharging a mission-specific duty

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

- Others as approved by the AMU Operations Duty Chief

Helicopter FIRE mission (Restricted Category).

- Company Mechanics – first fuel cycle only
- Others as approved by the AMU Operations Duty Chief

Helicopter NON-FIRE Mission (All above Helicopter Fire Mission plus the following)

- Company Mechanics
- Others as approved by the AMU Operations Duty Chief

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Victim Transport to Higher Level of Care.

Transferring a victim from a higher level of care on the ground to a lower level of care within the helicopter is authorized if, in the judgment of the flight crew, any one of the following is encountered:

- There is a PROBABILITY of saving a life.
- Time taken to recover personnel with a higher care qualification would jeopardize the PROBABILITY of saving a life.
- The operation to recover personnel with a higher care qualification continues to expose flight crew members to a "red" risk category within the FRAT.

For the purpose of this section, the definition of PROBABILITY is when there is a 50 percent or greater chance that the victim would expire if any further delays (i.e., additional hoists) are conducted before transporting the victim to a higher level of care (i.e., ambulance, trauma center, etc.).

TRANSPORTATION OF HAZARDOUS MATERIALS

Scope. For the purpose of this section, all transportation of hazardous materials shall comply with the NWCG Standards for Aviation Transportation of Hazardous Materials – PMS 513. This section outlines PMS 513 requirements for transporting hazardous materials on CAL FIRE aircraft.

FAA Definition of Hazardous Materials. Hazardous material, as defined in 49 CFR, "means a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce. The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (see 49 CFR 172.101), and materials that meet the defining criteria for hazard classes and divisions in Part 173 of Subchapter C of this chapter."

Hazardous Material Identification. To obtain information on the contents of a product suspected of containing hazardous materials, contact the product manufacturer and request a Safety Data Sheet (SDS).

Limiting Exposure. Flight crew members must minimize the hazards associated with transporting hazardous materials by:

- Carrying hazardous materials aboard aircraft only when other means of transportation are impracticable.
- Limiting personnel on aircraft carrying hazardous materials to those crewmembers essential to mission accomplishment.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

- Avoiding hazardous materials flights above populated areas.
- Restrain packages from movement within transit, including cargo compartments and external cargo racks.
- Prohibiting smoking or using any item that could cause an open flame or spark when explosives, flammable solids, liquids, or gases are loaded and unloaded during flight.

Notification of PIC (NOPIC) of Hazardous Materials. A notification to the PIC shall occur when transporting hazardous materials. This notification is captured on a Hazardous Materials Manifest Form (APPENDIX A). Information on the Hazardous Materials Manifest Form includes:

Common Name	Proper Shipping Name (PSN)
Hazard Class	Emergency Response Guidebook Number
Quantity	Location of HAZMAT on aircraft
PIC Signature	

The NOPIC will be provided to the PIC before the first flight of the day. Thereafter, verbal notification of changes in hazardous materials is acceptable.

The PIC is directly responsible and is the final authority for the safe operation of the aircraft, including accepting hazardous materials. Before each flight:

- Inform all personnel of the location of HAZMAT aboard the aircraft
- Prohibit any activity that could cause an open flame or sparks

Exceptions. Packaging, markings, labeling, and shipping paper requirements of 49 CFR, Subchapter C, do not apply to hazardous materials transported in accordance with the standards provided herein when aboard aircraft for government purposes when under the exclusive direction and operational control of CAL FIRE, DOI, or USFS. Hazardous materials not specified in this document must be transported in accordance with the requirements of 49 CFR Parts 171-180.

HAZMAT Containers. Containers must be inspected for damage or leads during loading and unloading. Containers must:

- Be compatible with the product to be contained
- Have all closures secured (49 CFR Part 173.24(f) (l))
- Not leak
- Not allow the contents to come in contact with the aircraft or personnel

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Special Provisions. A copy, electronic or print, of the following materials must be carried aboard each aircraft transporting hazardous materials.

- NWCG Standards for Aviation Transport of Hazardous Materials, PMS 513
- Emergency Response Guidebook (ERG)
- Department of Transportation, Special Permit (DOT-SP) 9198

For helicopter field operations away from fixed facilities, these requirements are deemed met when the helicopter is loaded or reloaded under the direct supervision of a CAL FIRE employee trained in handling HAZMAT.

Hazardous Materials Incident Notification. Hazardous material incidents must be reported to the AMU Operations Duty Chief. If a hazardous material spill occurs within the aircraft, the aircraft shall be grounded, and the AMU Maintenance Duty Chief shall be notified. Significant hazardous material incidents shall be reported in accordance with the DOT-SP 9198, 49 CFR Part 171.15 and Part 171.16 so that an investigation by the appropriate authorities can establish the cause and corrective actions.

TRANSPORTATION OF COMBUSTIBLE AND FLAMMABLE LIQUIDS

Description. Flammable and combustible liquids include all flammable and combustible liquids except those under compression (propane, butane, etc.). These materials may include but are not limited to gasoline, diesel, kerosene, alcohol, white gas (stove fuel), paint, and thinners/solvents.

Control Measures. To transport flammable and combustible liquids in non-bulk containers of 119-gallon capacity or less, the following conditions must be met:

1. Containers must be specifically designed to carry flammable and combustible liquids and be of sufficient strength to prevent leakage during transportation and handling.

2. All container closures should be tight, and the outside of the container should be free of any residue.

3. Containers must be filled to a level that allows for expansion due to temperature or altitude and never filled beyond rated capacity.

4. Containers must be secured upright by tie-down straps or shipped in an outside container that will keep the inner container upright.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

5. Containers that may release vapors must not be transported in unvented aircraft compartments. Baggage compartments in unpressurized aircraft are

   considered vented compartments (an unpressurized cabin may also be used when ventilated to prevent accumulation of harmful vapors).

6. Flammable and combustible liquids must not be transported in containers unless specifically designed for that purpose.

7. Additional requirements apply to the following containers:

   a. Safety cans must be transported in vented compartments, secured upright, and filled to a level that allows for expansion (no more than 90% capacity).

   b. Military Jeep Cans (3A1 Jerry Cans) must be secured in the upright position and have two inches of air space below the container opening.

   c. Drip torches must be transported with the igniter nozzle assembly in the tank, the air breather valve closed, the tank lock ring sealed, and the fuel spout plug closed. They must also be secured in the upright position. When filling, leave a minimum of two inches of air space below the container opening.

   d. Chainsaw Fuel/Oil Plastic Container (Dolmars). Chainsaw fuel/oil plastic containers must be transported with the pourer spout enclosed within the container and the caps sealed. Ensure seal gaskets or O-rings are intact. The fuel-air breather cap must be closed during transportation. Secure in an upright position. Leave at least two inches of air space below the fuel compartment opening when filling.

   e. Sigg bottles must not be transported with a pouring spout in lieu of an unvented cap and must have air space below the container opening (no more than 90% capacity).

TRANSPORTATION OF IGNITION DEVICES

Description. Ignition devices include but are not limited to fusees, flares, and other flammable solids designed for signaling, fire ignition, or fumigating.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Control Measures. To transport fusees, strike anywhere matches, flares, and aerial ignition plastic spheres in aircraft, the following conditions must be met:

1. All fusees must be packaged in a container, box, or pack.
2. Broken fusees and those with protective igniter caps removed must not be transported in aircraft.
3. Fusees and flares should be carried in original shipping containers whenever possible.
4. Pistol flare ammunition may be carried on aircraft if it is in its original package, box, pack, or a manufactured container designed for transporting ammunition.
5. Aerial ignition plastic spheres containing oxidizers must be segregated from antifreeze (glycol) containers during transportation.
6. Aerial ignition plastic spheres containing oxidizers may be loaded into bags that will be utilized to facilitate the efficient filling of the dispenser in flight during dispensing operations.
7. Personnel engaged in fire management activities may transport small quantities of fusees (5 or fewer) inside field gear packs without the hazard communications marking.
8. Strike-anywhere matches other than those carried in personal survival kits must be transported in a container that inhibits the movement of matches, thus preventing ignition.

WARNING

Ignition devices must not be transported in a position that allows them to interact with batteries, battery fluids, or explosives.

EXPLOSIVES

Description. Explosives include but are not limited to fire line explosives (FLE), nitroglycerin-based, and cast primer explosives. All explosives must be handled in accordance with agency guidance. When transporting water gels and two-component (binary) explosives, special consideration must be given.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Control Measures. To transport explosives by aircraft, the following conditions must be met:

1. All explosives transported per the standards contained herein must be classed and approved in accordance with 49 CFR and labeled on the outside of the package with the appropriate UN/DOT hazardous materials warning label.

2. All explosives must be prepared, packaged, and transported under the control or direction of a licensed and certified blaster or a person who is approved by DOI, USFS, or cooperating agencies in accordance with established training.

3. Detonating materials and explosives must be carried on different flights or segregated using separate compartments or packaging that prevents the interaction of the two materials. Avalanche control flights in accordance with established procedures are an exception.

4. Only crewmembers necessary for the mission's completion must be allowed on a flight transporting explosive materials.

WARNING

Explosives must not be transported or stored next to or in contact with flammable gas, non-flammable gas, flammable/combustible liquids, flammable solids, oxidizers, or corrosives.

COMPRESSED GASES AND LIQUIDS

Description. Compressed gases and liquids include liquids or fuels under compression, such as propane, butane, acetylene, etc., and aerosol containers. High-pressure cylinders may contain air, oxygen, carbon dioxide, helium, nitrogen, and argon.

Control Measures. To transport compressed gases and liquids in aircraft, the following conditions must be met:

1. Must be transported in a DOT-specified container.

2. Containers with gases and liquids under pressure, including aerosols carried for other than personal use, must be secured to prevent movement and protect the discharge valve.

3. When carrying compressed gases and liquids internally, adequate ventilation must be provided to prevent the accumulation of harmful vapors.

4. Compressed gases or liquids must not be dispensed or used inside the aircraft during flight, except oxygen or air and compressed gases for infrared cameras.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

5. Cylinders must be secured and cylinder valves protected except when dispensing compressed gases and liquids during flight.

6. Oxygen containers must not be stowed or used in a manner that allows oxygen to come into contact with flammable liquids or oils and greases.

Personal Survival - Compressed Gases and Liquids. Personal survival equipment is defined as materials essential to survival, such as CO2 cartridges for flotation devices, stove fuel, fire starters, strike-anywhere matches, and supplemental breathing air. Many of these survival devices shall be carried in a pocket, survival vest, or pack and adequately protected against container rupture.

BIOMEDICAL WASTE

Description. Biomedical waste is any type of waste containing infectious or potentially infectious materials.

Control Measures. All materials must be packaged, secured, and identified to mitigate personnel exposure immediately. If spillage of biomedical waste within the aircraft occurs, the aircraft shall be grounded until the biomedical waste is cleaned with an approved cleaning solution.

CAUTION

Bleach, alcohol, and other typical biohazard cleaning products may damage certain aircraft surfaces. Only approved aircraft biohazard cleaners may be used.

PREDATOR REPELLENTS AND PERSONAL PROTECTION IRRITANTS

Description. Repellents and irritants include red pepper extract aerosol products, such as bear repellent spray and personal defense sprays.

Control Measures. When transported, all repellents and irritants shall be placed in a sealed plastic bag to reduce personnel exposure in the event of an inadvertent discharge. All installed bottle safety devices shall be operable and engaged.

WARNING

Avoid repellent and irritant exposure to ignition sources and temperatures above 120° F.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

FLIGHT DISCIPLINE

Purpose. Flight discipline is the resolve to safely operate an aerial resource within operational, regulatory, and organizational guidelines while using a systematic approach to validate a flight operation and mitigate hazards to reduce risk exposure. Flight discipline recognizes the ever-present potential for human error due to (1) the limitations of human performance, (2) the challenging and complex aviation environment, and (3) the multifaceted interactions among flight crew members and aircraft technology. Flight discipline creates and maintains flight safety through CRM core competencies.

Operational Risk Management (ORM). ORM is a formalized way of identifying hazards and is the logical process of weighing the potential risks against the possible benefits of allowing those risks to stand uncontrolled. The use of a Flight Risk Assessment Tool (FRAT) is a structured tool that enables flight crews to identify common hazards and risk mitigation strategies.

Flight Risk Assessment Tool (FRAT). The Flight Risk Assessment Tool shall be employed at the beginning of each duty day with qualified crew members and qualified non-crew members present. A FRAT must be updated if changes negatively impact the condition of the aircraft, flight crew, mission, weather, and time of day.

Any mission that reaches a "red" risk category **must** obtain approval from the AMU Operations Duty Chief (24-Hour Duty Line: 877-406-9997 Ext 3) before proceeding.

Any mission assigned a "yellow" risk category may proceed without approval if a flight crew employs risk mitigation strategies to reduce the risk.

Checklist Use. Published checklists are mandatory. Only checklists approved by the aircraft operator's manual are authorized for all flight-related tasks. All aircraft operations shall be conducted within the aircraft limits prescribed within the aircraft operator's manual.

Passenger/Crew Brief. Before each flight, the PIC shall ensure that all occupants have been briefed on, but not limited to:

Table 13. Passenger/Crew Brief

No smoking	Use of seat belts and restraints
Use of doors and cargo compartments	Emergency exits
Location of first aid and survival equipment	External hazards – propellers, rotors, and blast areas
Ingress and egress procedures	Overwater considerations

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Standard Phraseology. Standardized phraseology is required to promote effective communication and increase operational efficiency.

Critical Phases of Flight. Critical phases of flight are aircraft operations where the consequence of a deviation increases, and safety margins decrease.

Critical phases of flight include but are not limited to:

- All ground operations involving aircraft movement
- Takeoff, approach, and landing
- Anytime a checklist is in progress
- Emergencies
- Low-level operations (i.e., hoverfill, water dropping, hoisting)
- High radio traffic
- TCAS alerts
- Within the Fire Traffic Area
- As directed by the PIC

All flight crew members will employ the sterile cockpit rule to minimize distractions during critical phases of flight. No person shall engage in any conversation or activity that could distract or interfere with a flight crew member conducting their assigned duties during critical phases of flight. All crew occupants must monitor radio traffic to ensure the flight crew members are not engaged with external radio communications before communicating on ICS.

Air bases shall not attempt to contact aircraft during the departure, approach, and landing phases of flight unless they are making the PIC aware of a degradation of the aircraft or an airport emergency that could affect a takeoff or landing.

Two-Challenge Rule – Dual Pilot. During the normal course of operations, if any flight crew member challenges the pilot's actions at the controls and does not receive an appropriate acknowledgment after a second challenge, the pilot not at the controls shall initiate a change in control of the aircraft.

No-Challenge Rule. If the pilot not at the controls feels the aircraft is in extremis and immediate action is required for the safety of flight, the pilot at the controls shall initiate the appropriate control input in lieu of the Two-Challenge Rule while verbalizing the control inputs and hazardous condition (e.g., left turn, traffic, my controls). Once the hazard is cleared, positive aircraft control shall be definitive (e.g., clear of the hazard, your controls).

Automation. Aircraft automation aims to assist the pilot(s) in balancing workload and optimizing situational awareness. The level of automation used at any specific time should be the most appropriate to (1) safely control the flight path of the aircraft, (2) assist flight

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

crew workload, (3) maintain shared situational awareness among the flight crew members, and (4) enhance mission effectiveness.

Flight crews shall adhere to the following automation principles:

- PIC has the final authority over the automation for controlling the aircraft flight path and monitoring aircraft systems.
- Aircraft automation shall not override pilot actions.
- Pilots shall communicate the current aircraft automation level to the flight crew.
- Flight crews shall be proficient in operating the aircraft at all levels of automation and transitioning between them.
- If aircraft automation provides unexpected commands to the flight controls, flight crews shall revert to lower levels of automation or manual flying, as necessary, before resolving any problems with the automation. Since the automation interface is unique to each aircraft, specific levels of automation shall be defined within each aircraft's respective operator's manual.

Automation Discipline. Aircraft with automated systems require high levels of flight crew coordination to prioritize tasks and effectively manage workload. Successful crew coordination is accomplished through standardized procedures and flight discipline. To maintain appropriate levels of automation situational awareness, flight crews shall adhere to the following:

- Ensure the duties of all flight crew members using automated systems are clearly defined, briefed, and understood.
- Maintain constant awareness of cockpit automation modes in all phases of flight.
- Crosscheck other flight guidance system inputs for accuracy.
- Use standard phraseology to advise the current automation status and any changes to the automation or aircraft systems status.
- Perform normal systems monitoring duties and utilize advisories from automated alert systems.
- Ensure that automation systems data entry does not detract from the primary responsibility of controlling and monitoring the aircraft flight path.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Operating the Flight Controls. The flight control transfer between pilots shall be announced verbally and conducted clearly and directly. The pilot at the controls is responsible for controlling the flight path until the control transfer to the other pilot is completed through a three-way positive change of controls.

During critical phases of flight, the pilot not at the controls shall remain in a defensive posture to immediately take control of the aircraft if necessary. The pilot not at the controls shall announce any control inputs that assist or limit the flight control inputs of the pilot flying.

Knowledge of Aircraft Operator's Manuals and Directives. All pilots shall be familiar with the publications that pertain to all aircraft for which they hold current qualifications. These publications include, but are not limited to, aircraft operator's manuals, airworthiness bulletins and directives, and all applicable wildland fire regulations. A current operator's manual (portable electronic device or paper) and all pertinent checklists shall be carried on the aircraft.

GENERAL FLIGHT OPERATIONS

Use of Personal Restraints. All occupants shall be fully restrained at all times using seat belts or an approved harness/restraint system.

Minimum Altitudes.

Helicopter PICs shall adhere to 14 CFR Part 91.119 (a) (b) (c) (d) rules and shall maintain minimum enroute altitudes and Fire Traffic Area (FTA) altitudes as published in the CSAS, except when necessary for takeoffs, landings, and tactical operations (i.e., hoverfill, drops, air rescue, etc.). To the maximum extent possible, helicopters shall maintain an altitude allowing, if a power unit fails, an emergency landing can be performed without undue hazard to persons or property on the surface. Helicopters shall comply with all routes or altitudes specifically prescribed for helicopters by the FAA. Table 14 outlines the required minimum altitudes.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Table 14. Minimum Altitudes.

Aircraft Type	Outside FTA	Inside FTA
Air Tactical	2,000 feet AGL	500 feet AGL
Airtanker	1,500 feet AGL NOTE 1	150 feet above top of vegetation
Helicopter	1,000 feet AGL NOTE 2	As required
VLAT	As appropriate; no lower than 1,500 feet AGL NOTE 1	250 feet above top of vegetation
Aircraft Type	Enroute (Night)	At Incident
All	2,000 feet AGL NOTE 3	Not Applicable

NOTE 1: For incidents close to the departure airfield, enroute altitudes may be lower. When possible enroute altitude should be 3000 AGL.

NOTE 2: Day/NVG – to the maximum extent possible for noise abatement.

NOTE 3: Night without NVGs – to the maximum extent possible for noise abatement and safety.

Weather Limitations. All flights shall comply with basic VFR cloud clearances for controlled airspace.

Minimum Visibility and Ceiling Requirements. All aircraft shall adhere to the following minimum weather requirements:

Table 15. Aircraft Weather Minimums NOTE 1, NOTE 2

Aircraft Type	Visibility	Cloud Clearances
Fixed Wing Aircraft	3 SM	1000 feet AGL
Helicopter outside the FTA	2 SM	700 feet AGL
Helicopter within the FTA – Day	½ SM	Clear of Clouds
Helicopter within the FTA – NVG	1 SM	Clear of Clouds

NOTE 1: AMU Operations Duty Chief may waive minimum weather requirements based upon flight crew risk exposure compared to perceived benefit on a case-by-case basis.

NOTE 2: Special VFR clearance may be required.

Inadvertent Flight into IMC. Inadvertent IMC encounters can be the most demanding condition a flight crew ever experiences. These circumstances may lead to spatial disorientation, which could result in controlled flight into terrain (CFIT). An unplanned transition from visual meteorological conditions (VMC) to instrument meteorological

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

conditions (IMC) are an emergency and demand optimal crew resource management and the PIC to fully commit to an instrument scan. If encountering conditions that are

conducive to entering IMC, the PIC shall be aware of their local hazards and appropriate safe altitudes to avoid obstacles and rising terrain.

If conditions are conducive to entering IMC, the pilot shall be aware of their local hazards and appropriate safe altitudes to avoid obstacles and rising terrain. Appropriate altitudes may be an Off-Route Obstacle Clearance Altitude (OROCA). Once the aircraft is stabilized, pilots should consider using appropriate flight director modes (if available) to help maintain aircraft control and reduce workload.

IIMC within the FTA. If an aircraft enters IMC conditions within the FTA, operators must **announce the condition, direction of flight, and altitude** on Air Tactics or VHF-AM 122.925 as soon as possible to allow aerial supervisors to clear participating aircraft.

Instrument Flight Rules (IFR) and Instrument Meteorological Conditions (IMC). Only qualified pilots trained, rated, carded, and current for IFR operations may operate under IFR or operate in IMC. Additionally, the aircraft must be minimally equipped and certified for IFR.

- Instrument flight shall be conducted in accordance with 14 CFR Part 91.
- The PIC will ensure all equipment required for IFR flight is operable in accordance with 14 CFR Part 91.205.
- Pilots authorized for IFR operations may utilize IFR for departures, enroute, and terminal arrivals; however, aircraft must conduct tactical operations under VFR (except for mapping and reconnaissance).
- Before IFR flight, VOR ground check requirements shall be met and documented in accordance with 14 CFR Part 91.171 if utilized.

IFR FLIGHT PLANNING

Identification of Ceilings. Broken (BKN) and Overcast (OVC) shall be utilized for IFR flight planning when determining ceilings.

+/- 1 Hour Arrival Weather. TEMPO shall be utilized when determining +/- 1-hour weather for departures and arrivals.

Take-off Minimums. The PIC may depart an airport if the reported weather at the departure time is less than the weather requirements prescribed for the lowest compatible standard instrument approach available at the departure airport. A departure alternate

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

shall be planned if the reported weather at the departure time is less than the lowest compatible standard instrument approach.

A departure alternate airport shall be planned within a 60-minute flight time range based on one engine inoperative airspeed.

Departure Alternate. Reported weather at a departure alternate shall be 400 feet and ½ SM above the lowest compatible standard instrument approach weather minimum +/- 1 hour of planned arrival.

Destination Minimums. A destination airport shall not be utilized if reported weather is below the lowest compatible approach minimums +/- 1 hour of planned arrival.

Destination Alternate. Anytime the destination airport reported weather is less than 400 feet and ½ SM above the lowest compatible approach weather minimum +/- 1 hour of arrival, a destination alternate is required.

If a destination alternate is required, the destination alternate shall be 600 feet and 2 SM for a precision approach and 800 feet and 2 SM for a non-precision approach.

Landing Minimums. All IMC landing criteria shall comply with 14 CFR Part 91.175 (a) (b) (c) (d) (e).

Database Management. All aeronautical databases shall be non-corruptible and current.

HAZARD AWARENESS & ENVIRONMENTAL LIMITATIONS

Aerial Hazard Maps. ATBM and Helibase Managers are responsible for developing Aerial Hazard Maps for the operating area.

The hazard map shall include the following:

Table 16. Hazard Map Requirements

Power Lines	Towers
Wires	Special Use Areas (SUAs)
Noise Abatement Areas	Avoidance Areas
Hang Gliding Areas	Parachute Areas
Retardant Exclusion Zones	Sensitive Areas
Turbulence Areas	Mining Operations
Map Legend	Date of last revision and review
Any other hazards	

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

LASER Illumination. If a flight crew member observes a LASER beam directed at the aircraft from an external LASER source, the crew member shall announce the condition and advise all aircraft personnel to look in the opposite direction of the LASER. The PIC shall act to ensure the safety of the aircraft and minimize further LASER exposure. When safe, the PIC shall advise Aerial Supervision and the nearest ATC facility to the incident. If any possibility exists that a crew member has received a direct eye strike from the LASER, they shall be relieved of their flight duties, provided medical attention, and notify the AMU Operations Duty Chief.

The use of LASER sources from HLCO and helicopters is a common practice for night fire suppression.

Wind Limitations. Special precautions should be exercised when operating in a tactical environment. Operators and aerial supervisors are responsible for continuously monitoring environmental conditions associated with high winds and turbulent conditions. Furthermore, the operator is responsible for identifying turbulent conditions and ceasing operations if the safety of the flight is at risk or fire suppression measures are ineffective.

The following wind limitations apply:

Table 17. Wind Limitations

Operation	Wind Limitations
Start-up/Shut down	Refer to the Aircraft Operator's Manual
Outside the FTA	Turbulence limits set by the Aircraft Operator's Manual NOTE 1
Tactical	Turbulence limits set by the Aircraft Operator's Manual NOTE 1

NOTE 1: The severity of turbulence is determined by the Aviation Weather Center by geographical location and intended flight location. If the aircraft operator's manual does not specify turbulence limits, moderate turbulence AIRMET shall apply as the limit.

NOTE

When operating tactically, conditions shall be continuously monitored for effectiveness with wind speeds greater than 30 knots sustained or greater than 15 knots gust spread.

Aerial operations should cease when safety-of-flight is or may be compromised, water/retardant drops become ineffective, or at the pilot's recommendation.

AIRCRAFT MONITORING AND COMMUNICATIONS

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Automated Flight Following (AFF). AFF is the responsibility of air bases and command and coordination centers and shall be conducted for the movement of CAL FIRE-owned and contracted aircraft in accordance with Procedure 8150-4, Flight Following.

If the AFF is inoperable, ECCs or air bases will notify the airborne aircraft of signal loss. Aircraft may operate with an inoperative AFF; however, they shall comply with a 15-minute verbal position report on the ECC-assigned frequency. FAA flight following does not substitute for AFF or 15-minute verbal position reports.

VFR Flight Following. When transiting long distances during non-tactical missions, aircraft should establish VFR Flight Following with ATC, especially in high aircraft concentrations or within the ATC radar environment. If leaving the radar environment or canceling a VFR flight following, activation of AFF with the nearest ECC is required.

If TAS or ADS-B equipment is inoperable, aircraft shall attempt to establish FAA Flight Following for non-tactical flights. ATC may choose not to establish VFR Flight Following due to ATC workload.

Radio Monitoring. All aircraft are expected to remain available for dispatch or divert at all times. Aircraft shall monitor VHF-AM 122.925 and VHF-FM Air Guard 168.625, tone 1 (110.9). If workload permits, it is also appropriate to monitor or utilize other tactical or command frequencies or local ECC frequencies.

Priority Handling. Operators may request priority handling; however, ATC is not required to accommodate this request. All airport operations should follow the Aeronautical Information Manual (AIM) Chapter 4 Section 3.

Radio Discipline and Standard Phraseology. Flight crew members must communicate concisely and standardized using clear language when communicating on radios. Understanding aerial supervision radio workloads, knowing when to communicate, and prioritizing critical information are key to a safe and effective FTA. This includes minimizing non-critical communication on assigned frequencies.

If ordered to divert on Air Guard, flight crew members shall acknowledge the order, then switch to another working frequency as directed to receive incident details.

Flight crew members shall use standard phraseology to the maximum extent possible in accordance with the FAA Pilot Controller Glossary, CSAS, and the National Wildfire Coordinating Group Standards for Aerial Supervision (NWCG SAS).

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Prohibited Operations. The following are prohibited maneuvers:

Table 18. Prohibited Operations.

Helicopters
Aerobatic flight NOTE 1
Flight over structures, persons, or property with a jettisonable load
One skid/wheel or toe-in landing
Leaving the helicopter with engines running NOTE 3
Any prohibited maneuver outlined in the operator's manual
Aerial Hose Laying

Fixed Wing
Aerobatic flight NOTE 1
Manipulation of the flight controls by personnel other than qualified crew members
Flight within ½ NM horizontally of other aircraft NOTE 2
Any prohibited maneuver outlined in the operator's manual

NOTE 1: An intentional maneuver involving an abrupt change in an aircraft's attitude, an abnormal attitude, or abnormal acceleration not necessary for normal flight.

NOTE 2: Only when operating outside the FTA.

NOTE 3: If allowed by the operator's manual, the pilot may reduce engine(s) power to idle, lock the controls, and check the eternal load.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Overview. Contractors operating aircraft for the State of California must conduct operations in concert with CAL FIRE's Flight Safety Standards (FSS). The FSS details the Safety Management System (SMS) CAL FIRE employs. As a part of the safety assurance process of the CAL FIRE SMS program, all aviation accidents and incidents that meet the reporting criteria of CFR 49 Part 830 shall be reported to the applicable ATBM or Helibase Manager. The ATBM or Helibase Manager shall then notify the appropriate CAL FIRE personnel.

CAL FIRE Aviation Safety Officer Authority. The Aviation Safety Officer (ASO) shall conduct investigations and assess the events surrounding reported accidents, incidents, and potential hazards. Additionally, the ASO or AMU Operations Duty Chief shall notify the National Transportation Safety Board (NTSB) of any aircraft accidents, incidents, or overdue aircraft as defined in CFR 49 Part 830. For ease of reference, a list of reportable items is below.

NTSB Accident Definitions 49 CFR 830. An aircraft accident means an occurrence associated with the operation of an aircraft that takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked and in which any person suffers death or serious injury or in which the aircraft receives substantial damage. For purposes of this part, the definition of "aircraft accident" includes "unmanned aircraft accident," as defined herein.

Civil aircraft means any aircraft other than a public aircraft.

Fatal injury means any injury which results in death within 30 days of the accident.

Incident means an occurrence other than an accident associated with the operation of an aircraft that affects or could affect the safety of operations.

Operator means any person who causes or authorizes the operation of an aircraft, such as the owner, lessee, or bailee of an aircraft.

Public aircraft means an aircraft used only for the United States Government or an aircraft owned and operated (except for commercial purposes) or exclusively leased for at least 90 continuous days by a government other than the United States Government, including a State, the District of Columbia, a territory or possession of the United States, or a political subdivision of that government. "Public aircraft" does not include a government-owned aircraft transporting property for commercial purposes and does not include a government-owned aircraft transporting passengers other than transporting (for other than commercial purposes) crewmembers or other persons aboard the aircraft whose presence is required to perform or is associated with the performance of, a governmental

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

function such as firefighting, search and rescue, law enforcement, aeronautical research, or biological or geological resource management; or transporting (for other than commercial purposes) persons aboard the aircraft if the aircraft is operated by the Armed Forces or an intelligence agency of the United States. Notwithstanding any limitation relating to the use of the aircraft for commercial purposes, an aircraft shall be considered to be a public aircraft without regard to whether it is operated by a unit of government on behalf of another unit of government pursuant to a cost reimbursement agreement if the unit of government on whose behalf the operation is conducted certifies to the Administrator of the Federal Aviation Administration that the operation was necessary to respond to a significant and imminent threat to life or property (including natural resources) and that no service by a private operator was reasonably available to meet the threat.

Serious injury means any injury which:

Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; results in a fracture of any bone (except simple fractures of fingers, toes, or nose); causes severe hemorrhages, nerve, muscle, or tendon damage; involves any internal organ; or involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Substantial damage means damage or failure which adversely affects the structural strength, performance, or flight characteristics of the aircraft, and which would normally require major repair or replacement of the affected component. Engine failure or damage is limited to an engine if only one engine fails or is damaged, bent fairings or cowling, dented skin, small puncture holes in the skin or fabric, ground damage to rotor or propeller blades, and damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wingtips are not considered "substantial damage" for the purpose of this part.

Uncrewed aircraft accident means an occurrence associated with the operation of any public or civil unmanned aircraft system that takes place between the time that the system is activated with the purpose of flight and the time that the system is deactivated after its mission, in which:

- Any person suffers death or serious injury; or
- The aircraft holds an airworthiness certificate and sustains substantial damage.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

NTSB INCIDENTS REQUIRING IMMEDIATE NTSB NOTIFICATION

The operator of any civil aircraft, or any public aircraft not operated by the Armed Forces or an intelligence agency of the United States, or any foreign aircraft shall immediately, and by the most expeditious means available, notify the nearest National Transportation Safety Board (NTSB) office, when:

An aircraft accident or any of the following listed serious incidents occur:

1. Flight control system malfunction or failure
2. Inability of any required flight crewmember to perform normal flight duties as a result of injury or illness
3. Failure of any internal turbine engine component that results in the escape of debris other than out of the exhaust path
4. In-flight fire
5. Aircraft collision in flight
6. Damage to property, other than the aircraft, is estimated to exceed $25,000 for repair (including materials and labor) or fair market value in the event of total loss, whichever is less.
7. For large multi-engine aircraft (more than 12,500 pounds maximum certificated takeoff weight):
    a. In-flight failure of electrical systems, which requires the sustained use of an emergency bus powered by a backup source such as a battery, auxiliary power unit, or air-driven generator to retain flight control or essential instruments.
    b. In-flight failure of hydraulic systems that result in sustained reliance on the sole remaining hydraulic or mechanical system for movement of flight control surfaces.
    c. Sustained loss of the power or thrust produced by two or more engines.
    d. An evacuation of an aircraft in which an emergency egress system is utilized.
8. Release of all or a portion of a propeller blade from an aircraft, excluding release caused solely by ground contact.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

9. A complete loss of information, excluding flickering, from more than 50 percent of an aircraft's cockpit displays known as:

    a. Electronic Flight Instrument System (EFIS) displays

    b. Engine Indication and Crew Alerting System (EICAS) displays

    c. Electronic Centralized Aircraft Monitor (ECAM) displays

    d. Other displays of this type generally include a primary flight display (PFD), primary navigation display (PND), and other integrated displays.

10. Airborne Collision and Avoidance System (ACAS) resolution advisories are issued when an aircraft is operating on an instrument flight rules flight plan, and compliance with the advisory is necessary to avert a substantial risk of collision between two or more aircraft.

11. Damage to helicopter tail or main rotor blades, including ground damage, that requires significant repair or replacement of the blade(s).

12. Any event in which an operator, when operating an airplane as an air carrier at a public-use airport on land:

    a. Lands or departs on a taxiway, incorrect runway, or other area not designed as a runway; or

    b. Experiences a runway incursion that requires the operator or the crew of another aircraft or vehicle to take immediate corrective action to avoid a collision.

13. An aircraft is overdue and is believed to have been involved in an accident.

CAL FIRE AIRCRAFT ACCIDENT INVESTIGATIONS

The CAL FIRE ASO shall be the lead investigator for all aircraft accident or incident investigations. The NTSB has the authority to investigate all CAL FIRE aviation accidents or incidents under 49 CFR Part 831.20. After the NTSB is notified, they may or may not take custody of the aircraft. If the NTSB takes custody of the wreckage, they may permit the ASO to sign a "party to agreement" to participate in the investigation. Once this agreement is signed, the NTSB may permit additional CAL FIRE personnel to participate as subject matter experts during the investigation.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

SAFECOM REPORTS

The DOI SAFECOM system shall be employed for all mishaps other than those conducted in concert with the NTSB. The following events are considered mandatory reporting items for CAL FIRE aviation personnel and contractors.

This link provides instructions for completing a SAFECOM. Anyone can submit a SAFECOM from any internet-capable electronic device. Additionally, the SAFECOM system permits personnel to submit anonymous reports.

Events Requiring SAFECOM Reports.

Property Damage. Any damage to aerial resources above the reportable mishap threshold of $5,000.

Aeromedical Event. A psychological, physiological, or pathological condition occurring to a qualified flight crewmember when intent for flight exists and the condition results in interference with a qualified flight crew member's duties. This includes flight delays, diverts, or aborts due to conditions affecting a crewmember (e.g., vertigo, suspected or actual hypoxia, toxic exposures, decompression events, preexisting illness, spatial disorientation, other in-flight incapacitation or injury, etc.).

Precautionary or Forced Landing (Aborted Flight or Takeoff). Any precautionary landing, aborted takeoff, or failure to get airborne because conditions or circumstances make further flight inappropriate or impossible must be reported with the following considerations.

a. Precautionary landings without confirmed failure, malfunction, or damage (e.g., suspected blade strike, warning lights, bird strike, etc.) and no additional damage occurring during landing are not reportable.

b. If additional circumstances surrounding the event can be of value to the aerial firefighting aviation community, such as capturing trends or communicating lessons learned, the event should be reported and shared by a SAFECOM report.

Power Loss. Any engine flameout, failure, substantial loss of power, or required engine shutdown, regardless of successful restart. Unintentional shutdowns or shutdowns of the incorrect engine are reportable, regardless of restart. Intentional engine shutdowns not associated with a related emergency procedure (e.g., training, test flight) are not reportable unless the engine fails to restart or other circumstances surrounding the event can be of value to the fleet.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Propeller, Rotor, or Engine Wash. Damage or injury resulting from propeller backwash, rotor downwash, or engine exhaust.

Weather Related Mishaps. In-flight encounters with natural hazards such as turbulence, lightning, windstorms, severe static discharge (hoisting), or other weather anomalies.

Jettison. Unintentional jettison of a sling load or other external stores or any jettison resulting in damage or injury.

Hoist Shear. Any intentional or unintentional hoist shear.

Equipment/Water/Retardant Drops. Report Equipment/Water/Retardant drops (planned or inadvertent) resulting in injury or property damage. If the drop was intentional, but other aspects of the event can be of value to the community, it should be reported. Inadvertent drops not resulting in damage or injury should also be reported if certain aspects of the event provide learning value to CAL FIRE aviation personnel.

Things Falling Off Aircraft (TFOA). Any object unintentionally dropped or falling from an aircraft must be reported regardless of damage or injury.

Midair Collisions, Serious Near Midair Collisions, and Near Midair Collisions.

a. Report all midair collisions and serious near midair collisions, regardless of the amount of injury or damage, to the AMU Operational Duty Chief.

b. A serious near midair collision is an event where the possibility of collision occurred and either aircraft took evasive action or bodily injury occurred.

c. A near midair collision is an incident where the possibility of collision results from an aircraft passing within 500 feet of another aircraft or a pilot or flight crewmember of either aircraft reported that a possible collision hazard occurred between two or more aircraft, including Uncrewed Aircraft Systems.

Foreign Object Debris/Damage (FOD). Any hazards or damage to aviation components due to foreign objects or debris.

Inadvertent Instrument Meteorological Conditions (IIMC). Any loss of horizon references and/or an accompanying loss of visual contact with the ground shall be reported. A high percentage of fatal aviation mishaps have been directly attributed to IIMC encounters. Crews must report IIMC events to permit safety trend analysis.

Exposure to Contaminated Water Sources. Use of contaminated water for fire suppression.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Other Reportable Events. Events that do not meet the criteria of a reportable mishap as detailed above but can provide critical information as leading indicators of potential future losses or trends or can provide valuable lessons that must be reported. While these events are not considered reportable mishaps because they do not exceed the $5,000 damage threshold nor involve injury or illness, they are operational hazards that can potentially become future mishaps.

Ultimately, the purpose of SAFECOM reports is to alert CAL FIRE aviation personnel and contract operators to hazards so action can be taken to prevent mishaps. Reporting hazards is a vital mishap prevention tool that may daylight previously unidentified risk exposure and potential mishaps.

Risk Assessments. All contract flight crews shall complete a risk assessment at the beginning of a duty shift and revisit it if environmental conditions, flight crew fitness, and/or operational tasking change. If any risk factors change during the mission, the overall risk assessment should be readdressed. Contractors who have a risk assessment tool as part of their safety program are permitted to use their organic risk assessment tool to satisfy the requirement.

The Flight Risk Analysis Tool (FRAT) is an excellent model available to contractors seeking to construct a risk management tool.

The FRAT intends to identify and mitigate risks to the lowest level possible. When no suitable alternative to reduce identified risks is available, the mission can be accepted with the knowledge of the risk element as a factor and threat to the safe conduct of the flight.

A copy of the FRAT should be added to the operational information found in each aircraft and in briefing areas for use by flight crews.

Any calls to the AMU Operations duty chief for high-level risk missions shall be logged in the FC 46 station log by duty personnel. The CWN/EU manager shall log the approval on the ICS 214 for briefs or operations at an incident. Documentation of the approval or disapproval from the AMU Duty Chief shall contain the following information:

- N-Number of the aircraft or radio ID
- Time of the approval or disapproval
- Name of the AMU Operations Duty Chief

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Employment of the FRAT for NVG Missions. Historical analysis has determined that fatal aviation mishaps are three times more likely to occur at night. This analysis, coupled with low-level operations, increases risk exposure exponentially. As a result, CAL FIRE requires FRAT documentation for all night helicopter tactical missions. This FRAT shall be provided to the ATBM or Helibase Manager before executing each night operation.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

FIRE TRAFFIC AREA

Overview. The aerial supervisor manages the airspace surrounding an incident and must implement FTA procedures. All wildland incidents must have an established FTA, regardless of the aircraft type at the scene. If an incident has an active Temporary Flight Restriction (TFR) in place, the FAA provides conditional control of the TFR to a controlling aircraft at-scene. Clearance from the controlling aircraft is required before TFR entry. If aerial supervision is not at-scene, the first aircraft at-scene will establish the FTA protocol.

Communications Failure. In case of a communications failure, attempt to establish communications with Guard 1 and Guard Air-to-Air VHF-AM 122.925. If still unable to establish communications, terminate the flight and return to base or the nearest suitable airfield. Upon landing, contact the ATBM or Helibase Manager to report the condition.

Failure to maintain communications may result in the activation of the CAL FIRE or Interagency Emergency Action Procedures.

The frequency map in APPENDIX B provides preassigned common frequencies for the CAL FIRE SRA and USFS.

Airspeed in the FTA. Indicated airspeed shall be no greater than 170 knots inside of seven miles.

Key components and procedures of the FTA include:

Initial Communication Ring. A ring 12 NM from the center point of the incident. At or before 12 NM, inbound aircraft contact the ATGS or appropriate aerial resource for permission to proceed to the incident. The aerial supervisor provided briefing information to the inbound aircraft approaching an incident.

No Communication (NOCOM) Ring. A ring 7NM from the center point of the incident should not be crossed by inbound aircraft without first receiving clearance from the appropriate at-scene incident aircraft.

Three (3) Cs of Initial Contact. Communication requirements and related actions to be undertaken by the pilot of the inbound aircraft:

- **Communication** – Establish communications with the controlling aerial supervisor or an aircraft at scene if there is no aerial supervision.

- **Clearance**—Receive clearance from the aerial supervisor (or at-scene aircraft if there is no aerial supervision) to proceed to the incident past the NOCOM ring. The inbound pilot will acknowledge receipt of clearance or hold outside the NOCOM ring until the clearance is received and understood.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

- **Comply** – Inbound aircraft will comply with clearance. If compliance cannot be accomplished, the inbound aircraft will remain outside the NOCOM ring until an amended clearance is received and understood.

Report on Conditions. Upon reaching the fire, the first aerial resource shall broadcast a Report on Conditions to the Incident Commander and/or controlling ECC. This broadcast aims to provide Incident Commanders and ECCs with critical information to generate appropriate strategies and order/dispatch necessary additional resources.

The following are elements of a Report on Conditions:

Location	Approximate Size (acres)
Rate of Spread	Exposures, if any
Potential (in acres)	Hazards

Departing Aircraft. Aircraft departing the FTA must follow assigned departure routes and altitudes instructed by the Aerial Supervisor. Aerial Supervisors must deconflict routes for departing aircraft within the airspace.

Initial Points (IPs). If ordered to report to an IP, air tankers should receive an IP name, latitude/longitude, and altitude for arrival at the IP. Pilots must understand the geographic relationship between the IP, the FTA or working area, and the TFR boundaries (if applicable) on large or complex incidents. Pilots are expected to avoid flying through the working area enroute to the IP. Pilots should request clarification from dispatch or aerial supervision if unsure of the routing to an IP. Pilots are encouraged to call aerial supervision 12 miles from the IP and hold outside 7 NM until clearance is received. Pilots should use the FTA entry script above but use the IP name in lieu of the fire name. If directed to hold at an IP, air tanker pilots should hold in orbit centered on the IP in left-hand turns.

Checkpoint. A clearly identified helicopter reporting location by the aerial supervisor. It may be a latitude and longitude or geographical point (landmark). Checkpoints are used to route helicopters to and from assignments.

Helicopters using checkpoints while transitioning on an established route will announce their direction and intended destination via call in the blind script on the assigned air-to-air frequency. When sequencing aircraft helicopter checkpoint should be set up close to the target area that is not in the fixed-wing final/departure flight path. Helicopters should call off each dip and drop.

Holding Areas. Aerial supervisors can hold aircraft at any known location. Multiple holding areas can be used simultaneously at different locations on an incident.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

- Pilots must be aware of other aircraft in their assigned holding area.
- Pilots must be able to communicate position reports to each other.
- The holding area must be clearly defined by a geographical reference point or distance and direction relative to the incident aircraft. The aircraft will normally establish a racetrack pattern where they are flying at the same altitude and providing their own visual separation.
- Aircraft must receive clearance to depart the holding area once assigned.

Sequencing. Sequencing is a technique for delivering multiple aircraft to a shared target area. Sequencing can be done between fixed-wing aircraft and helicopters in the same target areas but should be actively managed by an Aerial Supervisor.

Non-Standard Maneuver. A non-standard maneuver is an action by a pilot (and aircraft) performed in a way other than the standard method. Non-standard maneuvers are necessary at times when the standard method would be either unsafe or ineffective. It must be understood, however, that a non-standard maneuver may require suspending other ongoing operations. Some examples of non-standard maneuvers are:

- A target identification pass (high show-me profile) by the ATGS aircraft.
- An air tanker drop performed out of a right-hand pattern.
- ATGS aircraft flying a left-hand orbit.
- A helicopter flying a new or unassigned route within the incident boundary or above the helicopter ceiling altitude.
- Any aircraft deviating from the assigned or expected altitude.

Before a non-standard maneuver is executed:

- Non-standard maneuvers must be requested by the pilot intending to perform the maneuver.
- The controlling aerial supervisor must approve non-standard maneuvers.
- All pilots of aircraft that may be affected by the maneuver must acknowledge that they are aware of the maneuver about to take place.

HELICOPTER OPERATIONS IN THE FTA

In the FTA, ensure landing lights are ON or forward-facing pulse light(s) are ON if equipped. After landing, ensure landing lights are OFF in grass areas to prevent accidental fires.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Announce *"At-Scene"* on the assigned Air Tactics VHF-FM frequency. If the aerial supervisor is HLCO, a separate frequency may be assigned.

Pilots are responsible for maintaining visual separation from other aircraft and shall announce all intentions on the assigned frequency for situational awareness.

While operating in the FTA, be cognizant of power management, environmental conditions, entry/exit paths, emergency exit routes, and traffic flow.

When operating with other aircraft in a "daisy chain", aerial supervision expects a full drop. Split loads requiring maneuvering shall be coordinated with aerial supervision.

Mandatory Reports to Aerial Supervision.

Leaving the dip – "*Out of the Dip*"	Leaving the drop – "*Off the Drop*"
At scene	Departing scene
Precautionary Emergency Landing	Landing for reconfiguration

Pilot must **receive clearance** from the Aerial Supervision **before** conducting the following:

Entering the FTA	Departing the FTA
Entering the TFR	Departing the TFR
Departing a landing zone in the FTA	Non-Standard Maneuver – including split drops
Clearance past a mandatory reporting point	Deviating from the assigned altitude
Changing frequencies	

Drop Safety. The PIC is responsible for ensuring the fire suppressant load is safe, and the drop altitude is sufficient to minimize rotor influence on the target. Rotor influence on vegetation has caused fatal accidents to ground personnel.

Fireline Clearance. Before any fire suppressant drops, the flight crew shall ensure the line is clear via the assigned air-to-ground VHF-FM frequency if ground personnel are in the immediate area.

The drop shall not commence until this clearance is received.

Sewage Treatment Water Usage. The use of untreated water from sewage treatment facilities is prohibited.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Treated Effluent Water, Livestock, and Rock Quarry Ponds. Treated effluent water that is safe for human contact is authorized for use without restrictions.

Caution should be taken when using livestock and rock quarry ponds due to the possibility of contamination. Only in response to an immediate threat to life or property should these water sources be used and at the discretion of the flight crew. Flight crew members unsure of the quality of water sources may land and investigate or request ground personnel to assess water quality before use.

If livestock or rock quarry water quality is questionable and use is unavoidable:

- Notify ATGS or IC
- Notify ground personnel of the use of contaminated water.
- If contaminated water or spray is dropped on ground personnel, advise ATGS.
    - File a SAFECOM

Discontinue the use of contaminated water once there is no longer an immediate threat to life or property.

Due to aircraft exposure to airborne water contamination, deployed helitack crews should not be transported back to the helibase or helitack base in the helicopter.

The aircraft shall be grounded, washed, engines rinsed, and decontaminated in accordance with the applicable Aircraft Maintenance Manuals.

Use of Personal Floatation Devices (PFDs). All crew members shall wear PFDs when conducting any low-level overwater operations.

Night Fire Suppression Response. Flight crew members may elect to conduct a day reconnaissance if:

- Unfamiliar with the fire location
- Unfamiliar with hazards and/or obstacles near the fire location
- FRAT overall risk element is RED (requires approval by the AMU Operations Duty Chief)
- Any time the flight crew elects conditions are unsafe

NVG HLCO shall be assigned to any incident where (3) or more aircraft are conducting low-level operations (500 feet AGL and below) in a working area.

Night Fire Suppression Flight Profile. Helicopters should maintain a 5-10% power margin and conduct power checks as required before fire suppression operations. This should include identifying the maximum torque available for current gross weight and single-engine minimum airspeed as required.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

All operators shall formulate an IIMC plan based on drop location, terrain, visibility, and obstacles.

All approaches to the dip shall be stabilized to less than 300 FPM and minimum required airspeed to reduce the likelihood of self-induced IIMC due to rotor wash. When departing from the dip, it is recommended that the aircraft vertically ascend to 50 feet AGL before commencing forward flight to ensure obstacle and rotor wash clearance.

FIXED WING AIRCRAFT OPERATIONS IN THE FTA

Fixed Wing FTA Procedures. In the FTA, ensure landing lights are ON or forward-facing pulse lights are ON if equipped.

Announce *"At-Scene"* on the assigned Air Tactics VHF-FM frequency. Enter the FTA in level flight at the assigned altitude of no more than 170 KIAS.

Air Tanker Orbit. Enter the orbit with a perpendicular entry. Sequence in with other aircraft, if required, and maintain a left-hand orbit around the fire.

Pilots are responsible for maintaining visual separation from other aircraft and shall announce all intentions on the assigned frequency for situational awareness.

Air Tanker Maneuvering. Air Tankers may not descend from their assigned orbit altitude until cleared by aerial supervision. Upon receiving the clearance to drop, the air tanker shall descend to at least 500 feet below the air tanker's orbit to prepare for the retardant drop.

Maneuvering for a Fire Suppressant Drop. At an altitude of 1000 feet AGL, the Air Tanker will maneuver to fly the downwind and base leg. Once on final approach, the Air Tanker may descend to the appropriate drop altitude based on the ICS aircraft type.

While maneuvering for the retardant drop, pilots shall announce *"Downwind," "Base," "Final," and "Clear."* If the air tanker pilot determines that the right pattern provides for increased safety and drop effectiveness, the air tanker pilot must request the right pattern from the Aerial Supervisor. Once the right pattern is approved and the air tanker pilot is cleared to maneuver, the air tanker pilot will descend to "maneuvering altitude" before starting the right pattern, pilots shall announce "Right Downwind," "Right Base," "Final," and "Clear."

Air Tankers must be established on a stabilized approach throughout the drop sequence and climb out.

Fire Retardant / Suppressant Drop Height. To ensure the safety of ground personnel and property, fire retardant/suppressants should be dropped at a minimum height to ensure

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

the horizontal (forward) velocity of the fire suppressant has stopped in no wind or headwind conditions.

When wind is present, fire retardant/suppressant forward velocity should be no greater than tailwind or crosswind speed before reaching the top of vegetation. Drop height will vary depending on drop system design, coverage level, airspeed, and winds.

The VLATs' minimum drop height is 250 feet AGL or canopy cover, whichever is higher. Drop heights should generally increase when using higher coverage levels.

The LAT and S2 minimum drop height is 150 feet AGL or canopy cover, whichever is higher. Drop heights should generally increase when using higher coverage levels.

If conditions permit, it is recommended that Type 1 NVG drops maintain an altitude of 200 feet AGL or above for night drops.

Traffic Check. A traffic check is a required advisory call to the Air Base from a loaded air tanker that is available to divert and plan to jettison.

This advisory allows the ECC and the GACC time to divert an aircraft in flight if the aircraft can respond. The traffic check shall be made at a minimum of (3) minutes prior to jettisoning.

Jettison Areas. Air Base Managers are responsible for establishing an approved retardant jettison area. The location of jettison areas shall be depicted on aerial hazard maps, including the latitude and longitude of each jettison site.

Ensure the latitude and longitude and a brief description are readily available to the ABRO so they may be relayed by radio to an airborne aircraft unfamiliar with the local area.

Retardant Avoidance Areas. If retardant is applied within 300 feet of a waterway or terrestrial exclusion zone, the Incident Commander shall be notified, and a CAL FIRE Wildland Fire Chemical Reporting Form shall be filed.

Retardant avoidance areas shall be depicted on maps provided by Air Base Managers.

Maximum or Near Maximum Gross Weight Landings. To maximize retardant use, Air Tankers are authorized to land with a retardant payload at any time and the discretion of the PIC as the safest option. The PIC is responsible for performance planning and runway/taxiway weight restrictions.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Jettisoning Retardant Prior to Landing. Procedures for jettisoning retardant before landing is as follows:

- Determine the quantity of retardant to be jettisoned
- Identify the closest approved jettison area
- Contact the landing air base for a TRAFFIC CHECK at least (3) minutes before jettison.
- Upon receiving NEGATIVE TRAFFIC, jettison as required

Night Ferry Operations. Loaded air tankers should be dispatched to arrive at the intended destination no later than 30 minutes after official sunset. If the ETA to the destination is anticipated to be later than 30 minutes past sunset, the air tanker shall be:

- Downloaded before departure; or
- Full retardant jettison at an approved jettison location – then continue the flight; or
- Remain overnight and be released the next day

Low Light Tactical Operations: Low-level tactical operations must cease 30 minutes after sunset. Tactical flights should be planned to have air tankers empty or on the ground no later than 30 minutes after sunset. If an air tanker is loaded approaching sunset time, the pilot should drop on the fire, jettison at an approved jettison area, or return to the base and make a loaded landing if that is the safest option. Loaded air tankers should avoid unnecessary flight to overpopulated areas or bodies of water at night.

Emergency Jettison. In the event of an aircraft emergency, flight crews may jettison retardant at any altitude and location. To the maximum extent possible, emergency jettison shall avoid congested areas, structures, vehicles, agriculture fields, and bodies of water. Once the emergency is mitigated, report the location of the emergency jettison to the nearest Air Base.

LEAD PLANE OPERATIONS

Overview. Pilots may be required to utilize lead planes when operating on complex fires or when encountering poor visibility due to smoke, turbulence, or steep terrain. The purpose of the Lead Plane is to enhance safety, ensure drop accuracy in adverse conditions, and ensure the orderly flow of operations. Pilots shall adhere to all instructions provided by the lead plane.

Following a Lead Plane. When following a lead plane, maintain continuous two-way communication. Once cleared for the final drop run, the pilot shall maneuver to a position where it can safely follow the lead plane through the entire drop sequence and climb out.

The airspeed for the drop run will be determined by the air tanker pilot to maintain adequate aircraft deconfliction.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Once established behind the Lead Plane, the air tanker shall follow the Lead Plane's flight path.

Emergency Overrun Procedures. If the Air Tanker is closing on the Lead Plane, the pilot will immediately inform the Lead Plane to increase airspeed.

In the event of an imminent overrun of the LPIL by the air tanker, the air tanker crew will attempt to communicate the overrun and utilize the following standard overrun procedures unless otherwise briefed:

- Straight-out flight paths: Pass the LPIL on the right.
- Left or right turn flight paths: Pass the LPIL outside the turn.
- Terrain or visibility limitations: When the previous two options are not available, pass above the LPIL.

If visual contact with the Lead Plane is lost, both pilots shall communicate and establish a safe course of action to abort the run and re-establish a rendezvous point for a subsequent drop sequence.

Pilots will follow the procedures, tactics, and policies below when operating on CAL FIRE missions:

FIRE TRAFFIC AREA (FTA) ENTRY PROCEDURES

12 NM from the center point of the incident, personnel **shall** follow the FTA entry procedures listed below. There are three scenarios: 1) Aerial supervision is on the scene; 2) aerial supervision is not on the scene, but other aircraft are; or 3) there are no aircraft on scene. See FTA entry Appendix C.

Scenario 1: Aerial Supervision is on Scene

- Change to incident frequencies.
- Give a 12-mile radio call to aerial supervision. Give your location and altitude.
- Obtain clearance:
  - Altimeter setting
  - FTA clearance Altitude
  - Altitude of aerial supervision
  - Altitudes of other aircraft
  - Hazards
- Read back/enter the incident airspace, as briefed.
- Watch for at-scene aircraft and call out a distance and clock reference when in sight.
- Receive a tactical briefing from the aerial supervisor.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Scenario 2: Aerial Supervision is not on Scene, but Other Aircraft are in the FTA

- Change to incident frequencies.
- Give the 12-mile call in the blind on assigned air-to-air frequency. Call the receiving unit and give your call sign, location, altitude, intent, and frequency. An at-scene aircraft should respond on the assigned primary air-to-air frequency.

- Obtain clearance into FTA by getting:
  - Altimeter setting
  - FTA clearance Altitude
  - Aircraft Altitude
  - Altitudes and locations of other aircraft on scene
  - Hazards
- Read back/enter the incident airspace, as briefed with at-scene aircraft.
- Watch for other aircraft and call out a distance and clock reference when in sight.
- Get the status of all at-scene aircraft (location, mission type, etc.)
- Call IC and get objectives and priorities.
- Notify dispatch you are on scene.
- Only one aircraft may fulfill the role of the Aerial Supervisor at any one time.
- Anytime a CAL FIRE Helitack Captain is at the scene, the Helitack Captain shall control the FTA until relieved by a higher level of aerial supervision.

Scenario 3: There Are No Aircraft on Scene

- Give 12-mile and 7-mile calls in the blind on the primary assigned VHF-FM air-to-air frequency and 122.925 VHF-AM, and the assigned VHF-AM rotor victor.
- Call the IC/ground personnel on the assigned VHF-FM air-to-ground frequency and verify no other aircraft are on scene.
- Proceed to the incident. Maintain standard FTA altitude and watch for other aircraft.
- Obtain center point and record size-up information.
- Call the local ECC and report the scene and provide a report on conditions.
- Call the IC/ground crew to establish objectives and priorities.

TEMPORARY FLIGHT RESTRICTION (TFR) ENTRY PROCEDURES

Temporary Flight Restriction (TFR). All assigned/ordered aircraft must obtain clearance into the incident TFR from the at-scene aerial supervisor or the incident commander.

- A Resource order or Aircraft Dispatch Form (FC-106) is not a clearance into a TFR.
- The first responding aircraft, typically on extended attack incidents, must have reasonable assurance that there are no other aircraft in the TFR by making blind calls on the TFR frequency, other assigned air-to-air frequencies, and double checking with ground personnel (IC, OPS, or Helibase).

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

- There may be multiple aircraft operations areas within a TFR.

- Remember - non-incident aircraft may enter the TFR under the following conditions:
  - The aircraft is carrying a law enforcement official
  - The aircraft is on a flight plan and carrying properly accredited news representatives
  - The aircraft is operating under the ATC-approved IFR flight plan

The operation is conducted directly to or from an airport within the area or is necessitated by the impracticability of VFR flight above or around the area due to weather or terrain; notification is given to the Flight Service Station (FSS) or ATC facility specified in the NOTAM to receive advisories concerning disaster relief aircraft operations; and the operation does not hamper or endanger relief activities and is not conducted for observing the disaster.

Vertical Reference Longline (VRLL) Operations. VRLL is defined by CAL FIRE as an external load greater than 50 feet below the helicopter.

The pilot shall not allow 14 CFR Part 133 Class C or D helicopter load combination operations to be conducted unless specifically approved by CAL FIRE AMU or USFS Regional Aviation Officer on a unified command. VRLL operations shall be planned and coordinated with helibase personnel. It is imperative to understand CAL FIRE/USFS hand signals.

Hover hook-ups are approved.

Water Bucket Operations. Environmental conditions may dictate the need for more than one size bucket. Use of a bucket quantity less than the manufacturer's adjustment level (partial dip) is not authorized.

Exception – Type I helicopters equipped with an electronic hook load measuring system (load cells); and

Provides a cockpit readout of the actual external load; and

A bucket equipped with a gated system allowing a partial dispersal of a load.

NON-EMERGENT FLIGHTS

Overview. Pilots will obtain approval from the following sources for flights such as training, proficiency, or maintenance.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Flight Clearance for Non-Emergent Flights. Request for non-emergent flights shall be made through the ATBM or Helicopter Manager. The ATBM or Helicopter Manager will notify the AMU Operations Duty Chief and/or GACC, as required.

A Maintenance Test Flight Notification shall be obtained from the AMU Maintenance Duty Chief prior to conducting a maintenance test flight. Once the maintenance test flight and maintenance documentation are completed, contact the AMU Maintenance Duty Chief for Return to Contract Availability (RTCA).

Point-to-Point (Non-Emergency) Mission. Aircraft movement without a resource order number or incident number is prohibited and shall not be reimbursed.

If the aircraft movement is a reimbursable flight, the aircraft shall monitor required frequencies, be available for dispatch, and attempt to fly the most direct route to the destination.

CAL FIRE-Contracted Aircraft on a Federal Incident. Operators shall file an FAA flight plan for all airport-to-airport flights.

Pilots will contact the National Interagency Coordination Center prior to departing and upon arrival at each airfield en route to a federal incident. The Incident Commander will be responsible for reporting the arrival at the incident.

Currency and Training Flights. If a contract PIC has not flown for a period of six consecutive days, the flight crew is authorized a 30-minute flight to conduct system checks and training at the hourly flight rate. This shall be accomplished during regular standby hours on the 7th day. For aircraft equipped to do so, retardant shall not be dropped during these flights.

Joint CAL FIRE-EU Required Training. If CAL FIRE requires training with EU aircraft, CAL FIRE shall be billed at the regular hourly rate. This joint training is critical in maintaining EU proficiency as an initial attack aerial resource.

Contract Flight Crew Qualification Flights while on Contract/Agreement. Training flights towards attaining a specific mission qualification are authorized if not requested by CAL FIRE. The contractor shall bear the cost.

If CAL FIRE requests a specific mission qualification, the cost shall be borne by CAL FIRE.

Request for flight crew qualification flights shall be made through the ATBM or Helicopter Manager. The ATBM or Helicopter Manager will notify the AMU Operations Duty Chief and GACC, as required.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

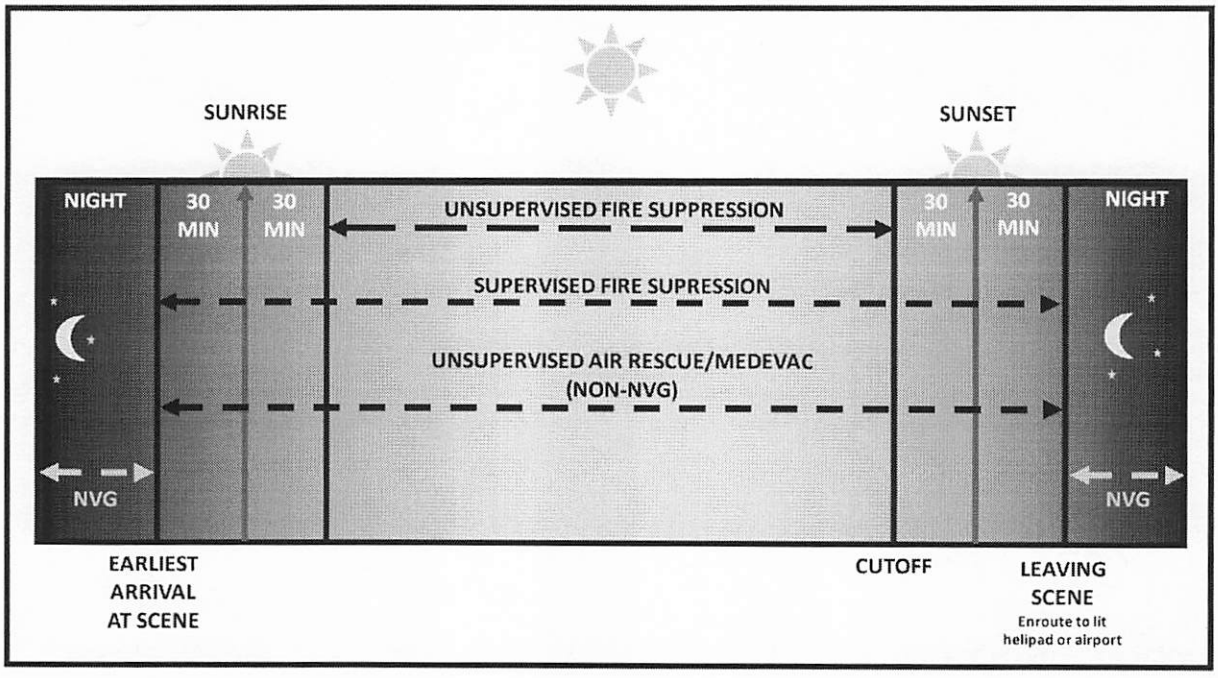
Flight Crew Member Proficiency Verification Flight. Flight crew members are subject to an inflight evaluation by CAL FIRE Inspector Pilots.

START-UP AND CUTOFF

Overview. All contracted aircraft shall comply with the daily startup times dictated by each respective Region Chief. The ATBM or Helicopter Manager produces a location-specific startup and cutoff schedule.

Definition of Cutoff. 30 minutes prior to the base location's official sunset. All CAL FIRE Helitack and Air Bases shall utilize the U.S. Navy Observatory Astronomical Application Department website to determine the official sunset.

Figure 5. Startup and Cutoff Chart



Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

All contracted aircraft shall cease operations when not supporting an incident at Cutoff.

Cutoff-Exempt Operations	Criteria
NVG Operations	NVG minimum altitude and weather limits
Aircraft Relocation	Night minimum altitude and weather limits
Initial Attack	Flight crew members and ATGS concurrence
	Safety Brief
	Distance to the incident
	Weather
	Ambient light conditions
	Familiarity with hazards
	No low-level tactical operations 30 minutes after sunset or 30 minutes prior to sunrise NOTE 1

NOTE 1: Except for tactical NVG operations.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

GENERAL BASE OPERATIONS

Area of Responsibility (AOR). A depicted geographic area is used to identify the closest Air Base to an incident (as determined by the aerial resource proximity system of record) from which an ECC can directly request aerial resources regardless of unit or agency boundaries.

Base locations are established to ensure fire suppression operations are conducted within 20 minutes of dispatch on SRA land based on aircraft cruise speed.

Outside AOR. The area outside of a normally assigned AOR where aerial resources are required to supplement fire suppression operations.

Air Attack Base. A permanent facility with an assigned AOR.

Table 19. Air Attack Bases

Rohnerville (KFOT)	Grass Valley (KGOO) 1
Redding (KRDD) NOTE 1	Columbia (O22)
Chico (KCIC)	Hollister (KCVH)
Ukiah (KUKI)	Fresno (KFAT) NOTE 1
Sonoma (KSTS)	Porterville (KPTV) NOTE 1
Paso Robles (KPRB)	Hemet (KHMT)
Ramona (KRNM)	

NOTE 1: Joint base with U.S. Forest Service

Air Tanker Base. A permanent facility is used to support air tanker operations without an assigned area of responsibility. A temporary area of responsibility may be assigned, but it does not constitute the definition of an Air Attack Base. McClellan (KMCC) is the only Air Tanker Base.

Air Tanker Base – VLAT. The only approved CAL FIRE Air Base that is equipped to support VLAT operations is McClellan (KMCC).

Reload Base. A temporary facility is used to support air tanker operations.

CAL FIRE Helitack Base. A permanent facility with an assigned area of responsibility.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Table 20. CAL FIRE Helitack Bases

North Region (CNR)	South Region (CSR)
Kneeland (O19)	Columbia (O22)
Bieber NOTE 1	Prado NOTE 1, NOTE 3
Vina NOTE 1, NOTE 3	Hollister (KCVH) NOTE 3
Howard Forest NOTE 1	Hemet-Ryan (KHMT) NOTE 3
Boggs Mountain NOTE 1	Gillespie (KSEE) NOTE 2, NOTE 3
Alma NOTE 1, NOTE 3	

NOTE 1: Helitack Base does not operate from an airport.
NOTE 2: Helitack Base does not operate CAL FIRE helicopters; CAL FIRE helitack crews are utilized.
NOTE 3: Year-round; 24-hour Bases (NVG)

Incident Helibase. A temporary facility in support of a specific incident managed by an Incident Command.

AIRCRAFT STORAGE AND BASE FACILITY SECURITY PLAN

Aircraft Storage. Contracted aircraft shall have the following safeguards installed and/or performed when not available for response:

Table 21. Fixed Wing Aircraft Storage Requirements

Sunshades	Chocks
Grounding Wire	Engine Intake Plugs
Engine Exhaust Plugs (if available)	Pitot/Static Plugs
Canopy Covers (inclement weather)	Landing Gear Pins
Aircraft Tiedown (inclement weather)	Emergency Dump Switch Guard (if available)
Canopies, Doors, and Panels Locked	Canopy Pins
Battery Main Disconnect Switch	Flight Control Gust Locks
Aircraft pointed into the expected wind (>15 knots)	

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Table 22. Helicopter Storage Requirements

Sunshades	Chocks
Grounding Wire	Engine Intake Plugs
Engine Exhaust Plugs (when available)	Pitot/Static Plugs
Cockpit Covers (inclement weather)	Batteries disconnected
Rotor Blade Tiedown (inclement weather)	Nose and Doors Locked
Battery Main Disconnect Switch	Flight Control Gust Locks
Aircraft pointed into the expected wind (>15 knots)	

Aircraft Security. Two independent security systems shall electrically and/or mechanically disable the aircraft whenever it is unattended. Deactivating security systems shall be incorporated into the preflight checklist to prevent accidental damage to the aircraft or interfere with flight safety.

Approved locking caps(s) on all fuel filler ports. Single-point refueling port dust caps do not need an FAA-approved locking device.

Permanent Facility Security. Air Bases and Helitack Bases shall utilize the following security measures:

Table 23. Facility Security Measures

FAA-compliant physical barriers	Lockable doors and windows
Recordable Camera System	Adequate outdoor lighting for facilities
FAA-compliant ramp lighting	Visitor Log
Restricted access signage/markings	Homeland Security Threat Condition Advisory
Locking Fuel Sources (Bulk fuel storage, trucks, and tank access)	Lockable tool and parts storage

Air Base Security Plan. Each CAL FIRE Air Base and Helitack Base shall have a written Base Security Plan located in the CAL FIRE Base Operations Guide. The Base Security Plan shall include but is not limited to, the items in Table 23.

Incident Base Security. Each Incident Air Base and Helibase shall ensure adequate security is provided by CAL FIRE prevention officers or contracted security. It is essential that all personnel are vigilant regarding their surroundings and that all non-incident personnel shall either be checked in to the ATBM or Helibase Manager or requested to leave the premises.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Inclement Weather Plan. The Pilot in Command (PIC) is the final authority for the safety and security of the aircraft. When applicable, all inclement weather safeguards outlined in the Operator's Manual must be adhered to.

When inclement weather may be a concern, both Pilot and ATBM or Helibase Manager must develop and document a contingency plan in writing for the operational area to identify potential relocation destination(s) that will afford the best protection of the aircraft. The AMU Operations Duty Chief shall approve all requests to relocate aircraft.

GROUND SUPPORT OPERATIONS

Ground Operations. Prior to aircraft movement, clearance shall be received and required ground crews shall be posted in accordance with the Air Base Operations and Safety curriculum. Vehicles driven under aircraft wings or helicopter rotors are not authorized.

Handheld Radios and Headsets. Air bases, helitack bases, and helibases shall have handheld VHF-AM radios capable of connecting to aviation headsets for use on the ramp.

Base VHF-AM Frequencies (Base Victor). Each base is assigned a VHF-AM frequency. This frequency is the primary mode of communication between the ground and aircraft and shall be monitored by the air base.

Each base is responsible for developing local procedures for using Base Victor, which shall be incorporated into the Air Base Operations Plan.

Base Radio Discipline. During takeoff and landing flight phases, ground personnel shall limit contacting an aircraft unless advising of an actual or potential aircraft emergency.

Bases may make a single informative blind call to notify aircraft of a divert or cancellation but should not expect an immediate response during takeoff and landing flight phases.

Towing of Aircraft. Aircraft towing shall comply with the aircraft operator's manual. Wing walkers must be available as required.

Hand Signals. The primary mode of communication during ground operations shall be the use of approved hand signals. During low light operations lighted wands shall be used.

Each air base or helibase will provide training for hand signals.

Fixed Wing Walking. Wing walking is critical to ground operations safety. When the Fixed Wing Parking Tender (FWPT) cannot see or judge the distances between the aircraft being parked and any obstacle nearby, wing walkers are required.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Wing Walkers are required anytime a LAT/VLAT is within 30 feet of any object that could contact the wing, engines, and/or fuselage. The FWPT shall stop the aircraft anytime the aircraft appears to be within 10 feet of an object that could contact the wing, engines, and/or fuselage.

Wing Walkers are not required when the aircraft is taxiing on an established taxi line that conforms to the aircraft size and type.

Helicopter Wing Walking. Wing walking is critical to overall ground safety. Wing Walkers are required anytime the helicopter is ground taxiing within 10 feet of any object that could contact the aircraft.

Wing Walkers are not required when the aircraft is taxiing on an established taxi line that conforms to the aircraft size and type.

Vests for Ramp Personnel. Ground operations personnel are identified by their vest color. The following are the approved vest colors for ground operations:

Table 24. Vest Color Identification

Position	Vest Color
Ramp Manager	Green
Fixed Wing Parking Tender	Orange
Loaders	Blue
Fuelers (CAL FIRE personnel only)	Purple

Aviation Fueling Surveillance Program. All aircraft fuel sources shall comply with strict fuel quality standards and storage standards in accordance with the following:

Table 25. Fueling Surveillance Program Reference

FAA AC-150 (series)	National Fire Protection Association, Standard for Aircraft Fuel Servicing (NFPA 407)
Air Transportation Association of America, Standards for Jet Fuel Quality Control at Airports (ATA Specification 103 (series)	Manual Sampling of Petroleum Products, ASTM-D4057
Sheeting for Retroreflective Traffic Control, ASTM-D4956	American Petroleum Institute (API) documents 650, 653, 1529, 1542, and 1581
Standard Guide for Use of the Petroleum Measurement Tables, ASTM-D1250	

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Introduction. Fire or explosion hazards are always present in locations where fuels are handled. Safe fuel service depends on keeping fuels in controlled areas, avoiding spills, and keeping all ignition sources 50 feet away from designated servicing areas and tank farms (NFPA 407, 5.8.2).

Flight crews are responsible for ascertaining the correct fuel required for individual aircraft and for assuring that the aircraft is serviced with the correct fuel. If existing circumstances require the use of fuel other than the primary fuel, responsibility will extend to assuring the mechanical and operating adjustments are made as necessary.

Table 26. Approved Types of Fuel.

Fuel Type	Flash Point	Freezing Point	NATO Code	MIL SPEC	Density (API Gravity)
JP-4	<18^0 C	-58^0 C	F-40	MIL-DTL-5624	45-57
JP-5	60^0 C	-58^0 C	F-44	MIL-DTL-5624	36-48
JP-8	38^0 C	-47^0 C	F-34	MIL-DTL-83133	37-51
JET A	38^0 C	-40^0 C	F-34	ASTM-D1655	37-51
JET A-1	38^0 C	-40^0 C	F-35	ASTM-D1655	37-51
JET B	-18^0 C	-58^0 C	N/A	ASTM-D8815	45-61

WARNING

Aviation turbine fuels (JP 4/Jet B) carry a health hazard for detectable amounts of chemicals like benzine, which are known to cause cancer, birth defects, and other reproductive harm.

CAUTION

Keep fuel JP-5 away from all sources of ignition and oxidizers. Avoid eye or skin contact. Avoid inhalation and ingestion. Wash hands thoroughly after handling.

JP-5. JP-5 is a kerosene fuel with a high flash point of 140 °F and a freezing point of -51°F. It can also be procured under military specification MIL-DTL-5624. The higher flash point provides an increased level of safety for military applications.

JP-8. Provided under military specification MIL-DTL-83133 (series), is a kerosene fuel similar to commercial jet fuel, ASTM Jet A-1, except that JP-8 contains fuel system icing inhibitor as well as other fuel additives. It is similar to JP-5 with respect to most fuel properties except the flash point, which is only 100 °F (min).

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Jet A. Jet A is a commercial grade of fuel that meets the specifications of ASTM-D1655. It is very similar to JP-5, except that it has a lower flash point of approximately 100 °F compared to the 140 °F flash point for JP-5.

Jet A-1. Jet A-1 is a commercial grade of fuel that meets the requirements of ASTM-D1655. It is very similar to JP-8 and has the same flash point and freezing point. Its NATO code is F-35.

Jet B. Jet B is a commercial-grade fuel that meets the requirements of ASTM-D6615. It is very similar to JP-4 and has the same flash and freezing points. Jet B can be used as a replacement when JP-4 is not readily available. It does not have a NATO code number.

Turbine Fuel Additives. Jet A and Jet A-1 are essentially the same fuel as their military counterparts (JP-5 and JP-8) however, do not contain the following additives:

- Fuel System Icing Inhibitor (FSII)
- Lubricity Additive (Corrosion Inhibitor)
- Antioxidants (storage stability additives)
- Static Dissipater Additive (SDA) (JP-8 only)
- Some SDA additives can break down filter elements.

Aircraft Fueling Sources. Aircraft shall utilize approved fuel grades in accordance with each aircraft's flight manual. Fuel sources are typically Fixed-Base Operations (FBO) commercial fuel sources or fuel sources procured via a CAL FIRE contract if applicable.

Types of Fuel Contamination. Aircraft engine failure or poor performance can be caused by fuel contamination or by using an improper fuel. There are four major classifications of contaminants commonly encountered in aviation fuels: Particulates, water, microbes, and surfactants. The most serious situation occurs when there are multiple contaminants.

Particulates. Particulates are solid contaminants that will not dissolve in fuel. Most common are iron, rust, scale, sand, and dirt. Other examples are metal particles, lint, particles of filter media, gums, resins, and rubber. The consequences of particulate contamination in aviation fuels may be severe if the material is allowed to reach the aircraft. For example, if fuel filters become plugged, the flow of fuel to the engine is interrupted, resulting in engine failure.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

One method of removing particulates is to provide a minimum of 2 hours for solids to settle before the fuel is withdrawn from the storage tanks. A better method is to recirculate the fuel through filters/separators. The maximum acceptable level of particulate contamination is **2 mg/l**. Particulate contamination can be held well below a level of 1 milligram per liter (mg/l) in a properly functioning fuel distribution system.

If contamination exceeds **1 mg/l**, corrective action should be taken to improve fuel quality.

Water. Water is a common contaminant of aviation fuel and exists in three forms: Dissolved, entrained, and free water (either liquid or frozen). Of these three, free water is the only form that can be drawn off or separated from the fuel. Dissolved or entrained water can, however, be reduced to free water and then drawn off or separated. The limit for water in aircraft turbine fuel is **10 parts per million (ppm)**.

Dissolved Water. Dissolved water is essentially humidity in fuel. Like humidity in the atmosphere, it evaporates and condenses as a function of temperature. All aviation fuels have varying amounts of dissolved water depending upon the fuel composition and temperature. For example, at 60 °F petroleum-based fuels will dissolve 60 ppm while at 30 °F the same fuel will dissolve only 30 ppm. Lowering fuel temperatures will cause dissolved water to condense into water droplets and fall out of solution as entrained water. Except for changing to the free state upon temperature drop, dissolved water does not pose a problem to aircraft and currently cannot be removed by practical means.

Entrained Water. Entrained water is water suspended in tiny droplets in the fuel.

Individual droplets may or may not be visible to the naked eye, but they can give the fuel a cloudy or hazy appearance depending upon their size and number. Entrained water usually results from violent agitation between a water slug and fuel. It usually will settle out in time depending upon the droplet size, specific gravity, viscosity of the fuel, and currents within the tank. A water haze may often be found in turbine fuels.

WARNING

Free water in the form of water slugs, visible water droplets, or hazy entrained water is prohibited in a fuel handling system and should never be delivered into an aircraft.

NOTE

Free water will settle out in fuel if not disturbed or agitated.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Free Water. Free water is water completely free of fuel and may be fresh or saline. It can be accumulated by the settling of condensed moisture from the atmosphere, by the

infiltration of water through fill lines, vents, or tank connections, or by the delivery of fuel containing water.

Large slugs of free water can cause an engine flameout. Ice from slugs and entrained water can severely restrict fuel flow by plugging aircraft fuel filters and other mechanisms.

An adverse side effect of accumulations of undrainable water in any storage tank is the growth of microbes and a reduction of the level of the FSII.

Microbes. Microbes are microscopic growths found in soil, air, water, and fuel oil. They derive their nutrients from hydrocarbons in the fuel and add their metabolic waste products to the aqueous layer. There is considerable evidence that microbes can survive even in the absence of water. In a fuel storage tank, microbes may propagate at a very high rate.

Microbes usually appear as a brown slime that adheres to the inner surface of a fuel tank. Both the organisms and their products tend to collect at fuel/water interfaces resulting in mats, slimes, and sludge. If the interface happens to be maintained on or within a filter element, rapid plugging may occur. In addition, this may result in microbes getting through the filter and contaminating fuel downstream of the filter. Filter plugging may also result from the breakup of upstream fungal mats. In some cases, the organisms and their byproducts have softened or destroyed the top coatings of integral fuel tanks and subsequently caused severe corrosion.

Because microbes thrive in water, a simple and effective method to prevent or retard their growth is to eliminate the water. The presence of slime, sludge, or fungus in fuel being delivered to an aircraft is a reliable indication of the presence of free water and the failure of fuel cleanup equipment.

NOTE

FSII contains microbial growth inhibitors which are closely monitored.

Surfactants. The term surfactants is a contraction of surface active agents. These soap or detergent-like materials occur naturally in fuel. They may also be introduced in the refining processes by the inclusion of additives into the fuel, or they may be washed off the internal surfaces of containers previously holding other products. Surfactants are usually more soluble in water than in fuel and reduce the interfacial tension between water and fuel; this stabilizes suspended water droplets and contaminants in the fuel. Surfactants adhere to filters/separators and reduce their effectiveness. They also adhere to metal surfaces until surfactant-rich water droplets are formed. The droplets run down the sides of fuel tanks and form puddles in the bottom or in the sumps. Surfactants in

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

large concentrations usually appear as a tan to dark brown liquid with a sudsy-like water/fuel interface.

Surfactants alone are not a great threat to aircraft. However, because of their ability to suspend water and dirt in fuel and damage filter/separators, they are one of the major contaminants in aviation fuels.

Miscellaneous Contaminants. Miscellaneous contaminants include both soluble and insoluble materials. Fuel can be contaminated by mixing different MIL-SPEC grades of fuel, improper additive mixing, or the introduction of foreign materials. When contamination occurs, engine performance can be affected. For example, a reduction in flash points can occur due to contamination with other fuels that have a lower flash point.

Water contamination can also reduce FSII effectiveness. These contaminants are not naturally found in fuel and are usually introduced through human error.

BULK STORAGE FACILITIES

Bulk Fuel Storage. All CAL FIRE bulk fuel storage tanks shall be constructed in accordance with applicable federal, state, and local regulations and in a manner that will prevent damage to the environment due to accidental discharge. All bulk fuel storage shall be equipped with ready-issue fuel handling systems to contain and process fuel before fueling aircraft.

Bulk Fuel Storage System Requirements.

1. Storage tanks with sloping bottoms, floating suction, and continuous recirculation through a filter/separator that removes both water and particulates.

2. Fuel differential pressure gauges (fuel quality monitor gauges) show filter clogging if excessive water or particulates are in the fuel. They are normally installed in conjunction with filter/separators on the fuel tenders or at the direct refueling station.

3. All commercial fueling sources for both bulk fuel storage and refueling trucks shall deliver aviation fuels with tank safety hatches secured. Air base personnel shall be present to observe any drops in pressure across the filter separators.

4. All commercially sourced aviation fuel shall pass a clear and bright test before fuel transfer.

5. All openings and connections, including refueling nozzles, must have dust-tight caps or covers in place when not used.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

NOTE

Galvanized materials must not be used in aircraft fuel service. Copper alloys, cadmium plating, and plastic materials are not permitted for main fuel piping. The use of copper or copper alloys for other components shall be minimized.

Bulk Storage Tank Checks. Inspect and clean storage tanks whenever tank samples show a continuous buildup of solids or when filtration elements on the downstream side of tanks show evidence of premature plugging from excessive solids. If there is no buildup or plugging, storage tanks should be inspected and cleaned as follows:

Every 6 years for coated steel tanks and tanks constructed of materials resistant to corrosion without inlet filter separator or micronic filter.

Every 8 years for coated steel tanks and tanks constructed of materials resistant to corrosion with inlet filter separator or micronic filter.

RECIEPT OF FUEL

WARNING

A delivery truck with broken inspection seals shall not be offloaded and shall be rejected. Failure to identify and reject contaminated fuel can negatively affect safety of flight.

1. Inspect the storage tank to ensure no free water is present.
2. Ensure no convective activity is within 5 nautical miles of the bulk fuel storage tanks.
3. Ensure all automatic water detection alarm systems are in place and operational.
4. Ensure no smoking, open flames, spark-producing items, radios, or Portable Electronic Devices are within 50 feet of the fuel transfer.
5. To ensure proper testing, the fuel delivery truck should be left stationary for 5 minutes to allow water and particulates to settle.
6. Inspect the delivery truck for broken inspection seals.
7. Check the results of any previous fuel quality tests performed by the commercial fuel vendor.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

8. Ensure the delivered fuel is the same type and grade fuel as the storage tank.

9. Delivery truck and storage tank shall be grounded before commencing fuel transfer operations.

10. A fuel sample shall pass a clear and bright inspection before transferring fuel.

11. Fuel handling personnel shall wear splashproof goggles and gloves approved for use with petroleum products. All outerwear is required to be static-proof Nomex 3 or 100 percent cotton.

BULK FUEL STORAGE SYSTEM EQUIPMENT

Introduction. This section provides a general description and minimum requirements for equipment common to all refueling systems. These requirements apply to both new and existing equipment.

Storage Tanks. All bulk fuel storage tank procurement and maintenance is the responsibility of the Region/Unit and shall comply with NFPA 407.

Additionally, storage tanks shall adhere to:

1. Storage tanks shall be made of aluminum, stainless steel, or carbon steel, internally lined with a fuel-compatible coating such as epoxy.

2. Tank construction shall be one compartment with minimal baffles. Tanks shall be equipped with a drain at the low point and installed with a slight decline towards the low point.

3. Tank top openings shall be secured by plastic lock ties and opened only for inspections and repairs. During tank cleaning and inspections, a certified confined space entry technician shall be present.

CAUTION

Using swing joints with zerk-grease fittings is prohibited since they can contaminate the fuel.

Fuel Pit. CAL FIRE air bases that utilize fuel pits will normally have a sufficient throughput of fuel to preclude a contamination issue from dormant fuel in the pipelines. However, bases shall circulate the fuel remaining in a fuel transfer pipeline back to the inlet side of a functional filter/separator, fuel monitor, and relaxation chamber or into a function fuel tender/truck for circulation if any of the following anomalies apply:

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

1. Weekly fuel nozzle sampling and testing at a fuel pit fails.

2. Fuel pit has not been utilized for more than 14 days.

If recirculating dormant fuel in the pipelines is not feasible, discharge suspect fuel into a designated "waste fuel" bowser.

FUEL TENDER AND FUEL TRUCK REQUIREMENTS (Direct Aircraft Fueling)

Contractor Fuel Trucks, Tenders, and Trailers. Fuel servicing vehicles shall be operated in compliance with all inspection and operating criteria in accordance with the U.S. Forest Service Aircraft Inspector Guide and in the California Cargo Tank Registration Program (CTRP) of the California Vehicle Code.

All tenders and trucks shall be equipped with the following:

1. Filter/separator

2. Filter/separator pressure differential gauge

3. Relaxation chamber

4. Meter

5. Approved aircraft refueling hose

6. Approved aircraft refueling nozzle

7. Bonding/ground cable

8. A minimum of two fire extinguishers, each with an ANSI rating of at least 20-B:C

9. Handheld deadman control – in the absence of a deadman control, a person must be posted at the pump switch and a second person must be posted at the nozzle.

10. Fuel/oil spill kit

11. Emergency dry break coupling installed on the hose reel end between hose and the hose reel.

12. The exhaust of all engines shall be equipped with a suitable spark arrestor. The exhaust shall be shielded to prevent fuel from coming in contact with the exhaust.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Fuel Sample Requirements. A fuel sample shall be clear and bright tested as follows:

Fuel Source	Interval
Aircraft	Daily (before daily run-up)
All fuel trucks, tenders, and fuel trailers	Daily (before daily run-up) or after refuel
Commercial Fuel Truck	First fueling cycle
Military Fuel Source (truck or tender)	First fueling cycle
Fuel Pit	Daily at the nozzle (before daily run-up)

Fuel Sample Storage. Daily fuel samples from all aircraft and bulk fuel storage (tanks, trucks, tenders, and trailers) shall be kept for 24 hours. In the event of an aircraft accident or incident, the ATBM or Helibase Manager shall confiscate the daily fuel samples immediately and lock them until released to the investigation team.

Bulk Fuel Storage (Air Base Tank). A daily "clear and bright" sample shall be taken from the bulk storage hose daily and kept every 24 hours.

Fuel Truck, Tender, or Trailer Samples. Prior to moving, a daily "clear and bright" sample shall be taken from the fuel tender sump and kept every 24 hours.

Cold Fueling Safety and Procedures. Over-wing refueling of aircraft shall be accomplished by the pilot, mechanic, or FSVD (if trained). No other personnel are authorized to accomplish over-wing refueling.

All fueling operations shall be a minimum of 50 feet from ignition sources.

An approved and compliant Class B fire extinguisher of sufficient size (20-BC at a minimum) shall be readily available for use during all fueling operations.

During fueling operations, the aircraft shall be grounded from a designated aircraft grounding point to the fueling source prior to nozzle contact with the aircraft. The grounding wire shall be disconnected after breaking nozzle contact with the aircraft after completing fueling operations.

The fuel nozzle shall be always attended.

Fire Guard shall be posted with the fire extinguisher ready during each fueling operation and shall be in a position visible to the pilot and the fueling personnel.

Hot Refueling Safety and Procedures. Over-wing and gravity refueling is prohibited from hot refueling. Only single-point pressure fueling and closed-circuit fueling operations are authorized.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Fixed-wing aircraft are authorized to hot refuel with the engines shut down on the fueling side of the aircraft.

Only the pilot(s) and flight engineer (as applicable) are authorized to be aboard the aircraft during hot refueling operations.

The transponder shall be on standby during hot refueling.

Radio communications shall be limited to emergency traffic only in response to the fueling operation.

All Cold Refueling Safety and Procedures apply.

Fuel for Contracted Air Tankers. Air Tankers are contracted for operating costs without fuel. Fuel is provided by an issued CAL FIRE or oil company credit card.

CAL FIRE is responsible for providing fuel to the fuel level at the time of hire.

Fuel Card Use. Use of CAL FIRE-provided fuel cards is closely monitored. For the purchase of items other than fuel, the contractor shall obtain written approval from the AMU Operations Duty Chief on a case-by-case basis prior to purchase.

Crews shall record the aircraft "N" number, tail number, and Incident/Order number on the credit card receipt for each fuel purchase and will submit receipts daily to CAL FIRE personnel.

When released from an incident, refill the aircraft to the annotated incident-arrival fuel level and return the fuel card to the CAL FIRE Aviation Management Unit.

Aircraft Fuel Receipt Requirements.

Table 27. Aircraft Fuel Receipt Requirements

Registration Number ("N" Number)	Radio Identification Number
Incident Order/Request Number	Pilot or Mechanic Signature
Quantity in Gallons	Price per Gallon

The PIC shall ensure that the fuel receipt contains all the necessary information before submission to ATBM. All fuel credit card receipts shall be submitted to the ATBM each day.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

All fuel credit card receipt information shall be entered into the approved aviation electronic database submitted to each ATBM.

Prohibition of Fuel Reimbursement. Contractors and cooperators operating helicopters and air attack aircraft will not be reimbursed for fuel costs. All fuel costs shall be calculated using the FC-107RW/FW/CC aircraft rates.

Responsible Party Environmental Stewardship. Operators and contractors are responsible for handling and removing fuel, oil, and retardant on airport ramps, retardant on-load sites, parking areas, and landing areas when caused by operator aircraft or personnel.

Fueling Information Data. The following fueling information shall be logged in the approved aviation electronic database:

Table 28. Fuel Data Entry Requirements

Date	Vendor
Quantity in Gallons	Receipt Number
Radio Identification Number	Price per Gallon
Incident Number	Total Cost
Request Number	Comments (as applicable)

Retardant Mixing. Procedures for mixing retardants depend upon the type of mixing system installed at the Air Bases or Reload Base and the type of retardant being used.

The Base Operations Guide shall outline specific procedures for using and maintaining the installed mixing equipment. Procedures for retardant testing and quality control are in accordance with the Wildland Fire Chemicals Handbook.

Retardant Storage and Delivery. Retardant is normally mixed and stored in advance of fire activity. The retardant is then pumped to the loading pits. Once mixed, retardant must be utilized or recirculated to maintain consistency. The Base Operations Guide shall include procedures for operating and maintaining the retardant storage and delivery system.

Retardant Availability. The Air Tanker Base Manager maintains sufficient mixed and dry retardant readily available to meet peak operational demand.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

The following considerations should be factored into maintaining sufficient retardant availability:

Air Tanker type(s)	Mixing system type
Wet storage capacity	Dry storage capacity
Source of supply lead time	Number of reloading pits

Retardant Loading Limitations. Simultaneous fuel and retardant loading is prohibited on aircraft equipped with the Modular Airborne Firefighting System (MAFFS) and single-engine air tankers (SEAT).

Air Tanker Hot Loading Procedures. Ground crews unfamiliar with air tanker loading procedures shall require a full shutdown and receive a loading procedure briefing prior to the first retardant loading evolution.

Air Tanker Retardant Wash Down. At a minimum, air tankers shall have all retardant rinsed off the aircraft's exterior at the end of each day.

Air Tanker Offloading. Air Tanker Bases shall have the ability and documented procedures to offload, store, and reload retardant. Dissimilar retardant types shall not be stored together unless the manufacturer assures them of compatibility.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

On-Boarding. Pilots and crews temporarily assigned at a CAL FIRE base for any length of time shall complete an ***Initial Base Safety Briefing*** (see APPENDIX C) with the ATBM or designee.

Etiquette. CAL FIRE requires that pilots, crew, and mechanics dress professionally when on duty.

Breaks. The duty day does not include scheduled breaks. It is the pilot and flight crew's responsibility to take breaks when there is an opportunity. Pilots and flight crews shall remain at the base for the entire duty period.

Anti-Harassment and Discrimination. In adherence to the CAL FIRE Equal Employment Opportunity (EEO) Policy, any form of discrimination or harassment, to include Sexual Harassment, is strictly prohibited and will not be tolerated. This provision applies to all employees, volunteers, applicants, and contractors engaged with the Department. Harassment, as defined by this policy, encompasses verbal, physical, or visual conduct directed towards an individual based on a protected characteristic.

Harassment may take various forms including, but not limited to, teasing, jokes, insults, or gossip regarding an individual's protected characteristic. Additionally, harassment may involve abusive, defamatory, or derogatory comments or gestures aimed at humiliating or harming another individual. Visual displays of harassment, such as sexually explicit, derogatory, or demeaning material in the workplace, are strictly prohibited. Discrimination, to include "disparate treatment" and/or "disparate impact" include individuals that are treated differently due to their membership or nexus to a protected class. Any instances of harassment or discrimination will be promptly and thoroughly investigated by the CAL FIRE EEO Program and should be reported immediately. Individuals also have the right to file an external complaint with the Equal Employment Opportunity Commission (EEOC) and/or the Civil Rights Department (CRD).

In addition to the above, Title IX regulations apply to all recipients of federal funds, ensuring that discrimination based on race, color, religious creed, sex, political beliefs, age, disability, national origin, or limited English proficiency is strictly prohibited in programs receiving financial assistance. Individuals who perceive such treatment may file directly with the United States Department of Agriculture (USDA).

The Department retains the authority and obligation to undertake measures aimed at preventing ongoing instances of harassment and/or discrimination. This includes intervention to halt such behavior during the course of an ongoing investigation, which may involve necessary actions, up to and including separation from the organization, as deemed appropriate. Reprisal based on engaging in a protected activity is expressly prohibited and is a protected activity.

Subsistence. Pilots, flight crews, and mechanics are responsible for their meals.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

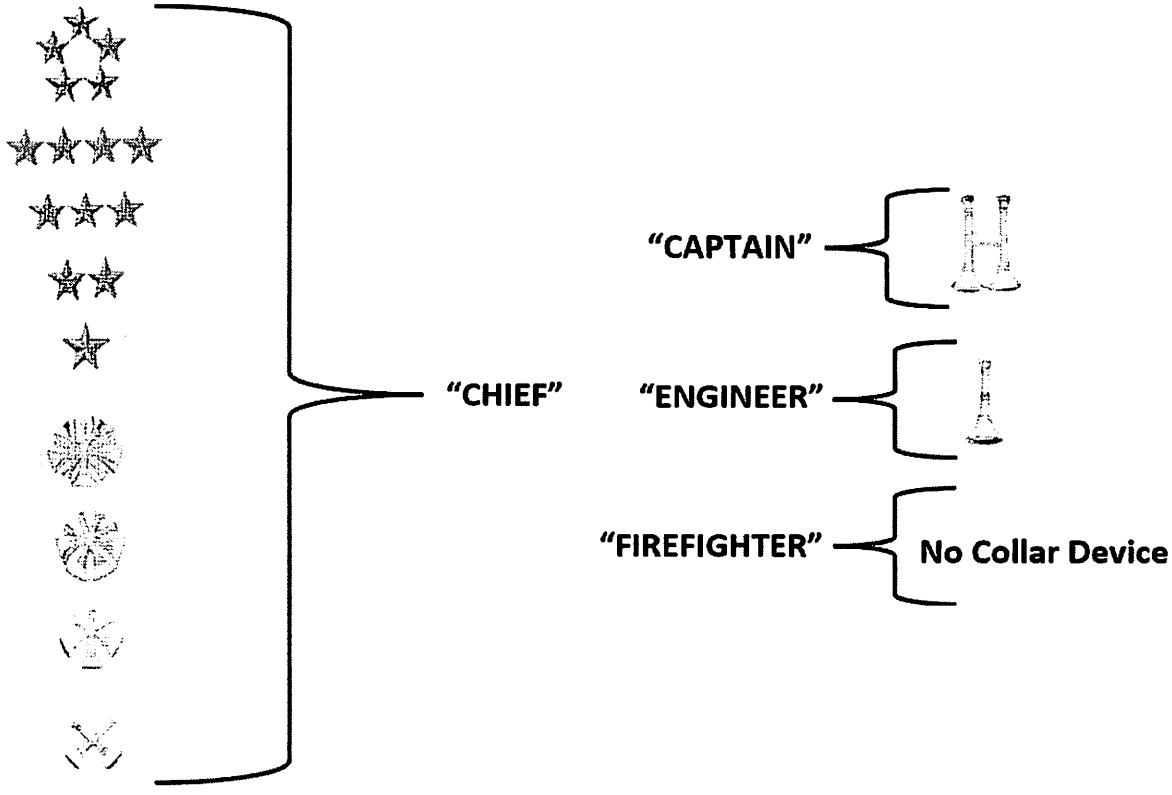
Overnight Accommodations. Contract flight crews are responsible for securing lodging. If time permits, the Air Base Manager may assist in securing transportation and lodging; however, the reservation of, and subsequent payment for lodging and transportation is the responsibility of the contract pilots and mechanics.

CAL FIRE Air Base facilities are not equipped to provide overnight accommodations.

Transportation. Contractors and cooperators shall arrange their own ground transportation; however, if this is not possible due to circumstances outside the contractors' control, base personnel will assist in arranging it.

CAL FIRE Uniformed Personnel. It is required that all CAL FIRE personnel are addressed by their proper title.

Collar insignia indicates the following ranks:



Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Pilot and Flight Crew Late Arrival. Pilots and flight crews shall immediately notify the ATBM or Helibase Manager if they will be late for duty.

Fire Dispatch. Flight crews shall be available for immediate dispatch within 15 minutes while on duty.

If the pilot cannot respond within 15 minutes, the ATBM or Helibase Manager and the CAL FIRE AMU Operations Duty Chief shall be notified of the delay.

Regardless of urgency, pilots shall comply with aircraft checklists and promulgated directives.

Aircraft Time Keeping. ATBMs are responsible for tracking and recording flight time in the designated electronic system.

Flight Time. Flight time begins when the aircraft begins taxiing, pauses when the aircraft stops for reloading, and ends when the aircraft stops for shutdown. *Chock-to-Chock* time is the official time-keeping mechanism for fixed-wing billing.

Hobbs Time. Hobbs time is used for aircraft flight time entry in the electronic system of record. This is the official time-keeping mechanism for helicopter billing and flight time limits for both helicopters and fixed-wing aircraft.

Crew and Passenger Manifest. For all flights, the Helibase Manager or ATBM is responsible for receiving and retaining the completed passenger manifest.

For flights not operating from a CAL FIRE Base the pilot(s) will ensure all passenger information is relayed to the Helibase Manager, ATBM, or ECC, as directed.

Airport Fees. ATBMs are responsible for ensuring airport use fees, such as landing and parking fees, are processed monthly. All airport fees shall be entered into the approved aviation electronic database. The contractor funds all landing and ramp fees at the aircraft's assigned location (EU only). If the aircraft is prepositioned or assigned to an incident at a different location, the incident or receiving unit is responsible for landing ramp fees (CWN and EU).

Contracts. Helibase and ATBMs shall be familiar with applicable contracts.

Table 29. Examples of Helibase/Air Base Contracts.

Aviation Service Contract	Retardant
Land Use Agreements	Call When Need Agreements
Exclusive Use Contracts	Mutual Aid Agreements

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Air Base Equipment Rental. The Helibase Managers and ATBMs can supplement ground support equipment in accordance with the Hired Equipment Program Handbook.

Examples of Hired Equipment.

Crash Rescue Engine (ARFF)	Portable Generators
Lighting Equipment	Forklift
Scissor Lifts	Trailers
Pumps	Dumpsters
Portable Coolers	Tents

Air Base Radio Operator Duty Station. Air bases shall have a climate and noise-controlled tower or Air Base Radio Operator (ABRO) station from which coordination between aircraft, ramp personnel, and outside agencies can be conducted. The facility shall be adequate for the number of personnel assigned and provide a view of the ramp area and, if possible, the runway and taxiways.

The term "Tower" shall not be used on the radio when communicating with aircraft.

The facility shall have a telephone, high-speed internet, CAL FIRE microwave intercom, VHF-AM, VHF-FM, and AIR GUARD radio communication capability. Air bases shall acquire and maintain computers to process FC-106 (Dispatch Forms), monitor Aircraft Flight Following (AFF), and perform electronic aircraft data entries.

Temporary Air Traffic Control Tower. During periods of elevated flight activity, an FAA temporary air traffic control tower should be ordered at the discretion of the Air Tanker Base Manager.

Internet Accessible. Air Bases may have access to the Internet via WiFi and/or direct connection at a speed and bandwidth high enough to allow multiple users to function on the Internet simultaneously without significant delays.

Ramps, Pits, Ground Markings. Air base movement areas and ramps shall be designed and marked in accordance with the FAA AC-150 (series) for ground operations utilizing pull-through reload and parking design.

When unable to meet FAA AC-150 (series) taxi obstacle clearance requirements, air bases shall provide an alternate means of compliance, such as using wing walkers.

Electrical Power Sources. Air bases may provide adequate electrical power to meet facilities, ground support equipment, and operational requirements. In the case of a power loss, battery-powered radios, gas pumps, and/or generators shall be available to maintain operational capabilities.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Electrical outlets shall be available on the ramp and aircraft parking areas for ancillary equipment (i.e., cooling carts, vacuums, etc.). Some helibases may not have electrical outlet infrastructure. It is essential that contractors procure and use their own generators for ground support needs to maintain aircraft serviceability.

Ramp Fire Extinguishers. The purpose of ramp portable fire extinguishers is to allow safe egress of the flight crew from the aircraft and personnel safety. Bases with Trimax extinguishers can contact Aviation Safety regarding approved firefighting foam.

At a minimum, 20B:C fire extinguishers shall be in retardant loading pits and fueling areas. Helibase and ATBMs will ensure ground personnel are trained on the use of fire extinguishers and required PPE annually.

CAUTION

The use or storage of AFFF at CAL FIRE facilities is prohibited.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Overview. Aircraft sustainment and safety of flight is of utmost importance in conducting safe fire suppression operations. The AMU Maintenance Duty Chief tightly controls aircraft maintenance, which affects flight safety.

Foreign Object Debris (FOD) Prevention. All aircraft movement areas, helipads, and surrounding areas shall be inspected daily for FOD. Chemical bottles, rags, tools, and ground support equipment shall be verified by another person as stowed before aircraft startup or movement. Helitack bases are responsible for ensuring a FOD prevention schedule is practiced.

Personal Tools. All personal tools (e.g., multitools, knives, etc.) shall be etched to identify ownership. If a personal tool is used on an aircraft, it must be verified by another person as stowed before the aircraft's startup or movement.

Tool Control Program. Maintain a detailed inventory of all tools. All tools shall be inventoried before and after each maintenance action.

Lost Tools, Items, or Equipment. If all tools, items, or equipment are not accounted for, the aircraft shall be grounded until the lost item is found. If the item cannot be found, the AMU Maintenance Duty Chief shall be notified, and the aircraft will be grounded until a thorough inspection is completed.

If notified that a tool, item, or piece of equipment is not accounted for in flight, the flight crew shall land as soon as practicable and notify the Aerial Supervisor, ECC, or Helibase/Air Tanker base as applicable.

Routine Maintenance. Only a mechanic may perform 50-hour, 100-hour, or progressive maintenance inspections.

Airworthiness Responsibilities. Each contractor and cooperator is responsible for ensuring aircraft, ground support equipment, and ALSE are inspected and maintained in accordance with applicable manufacturer and/or industry requirements. The AMU Maintenance Duty Chief has the latitude to increase maintenance interval frequencies, add special inspections, and incorporate maintenance procedures. All aircraft inspections, discrepancies, corrective actions, and work packages shall be documented and archived by the contractor or cooperator.

CWN/EU Maintenance Release Authority. A maintenance release is required for any safety of flight discrepancy, grounding discrepancy, and/or inoperable equipment on each aircraft model minimum equipment list. Contractor personnel are responsible for maintenance releasing their aircraft. If an aircraft requires a functional check flight, contact the AMU Maintenance Duty Chief prior to flight. After the functional check flight is complete contact the AMU Maintenance Duty Chief to Return-To-Contract-Availability (RTCA).

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Contract County Maintenance Release Authority. All contract counties will follow their airworthiness processes for releasing an aircraft and shall advise the AMU Maintenance Duty Chief when an aircraft has been released for operations when operating on a CAL FIRE or Unified Command Incident. AMU Maintenance Duty Chief will review applicable paperwork and Return-To-Contract-Availability (RTCA).

CWN/EU Grounding Discrepancies. An aircraft that experienced a grounding discrepancy shall immediately be taken out of service. Personnel below shall adhere to the following:

Pilot Responsibilities
Report aircraft out of service to ATBM or Helibase Manager
Document grounding discrepancy on maintenance records
Helibase or ATBM Responsibilities
Notify ECC, GACC, or AOBD of aircraft status and estimated in-service date/time
AMU Maintenance Duty Chief Responsibilities
Update the Aircraft Status Dashboard and notify the AMU Operations Duty Chief
When the aircraft returns to service, update the Aircraft Status Dashboard and notify the AMU Operations Duty Chief
AMU Operations Duty Chief Responsibilities
Notify TAO of EU aircraft status and estimated in-service date/time
Identify aircraft replacement/movements with TAO, as applicable
Execute aircraft movement plan, as applicable

Return to Service. An aircraft that experienced a grounding discrepancy may return to service when all applicable corrective action(s) are completed and documented. The aircraft is maintenance released by the Contractor maintenance release authority. If an aircraft requires a functional check flight, contact the AMU Maintenance Duty Chief prior to flight. After the functional check flight is complete, contact the AMU Maintenance Duty Chief to Return-To-Contract-Availability (RTCA).

When contacting the AMU Maintenance Duty Chief, have the following information available at a minimum:

a. Nature of the Discrepancy
b. Corrective Action and reference
c. Quality control inspection (if applicable)
d. Certification paperwork for all parts (if applicable)
e. Any other pertinent information

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

The AMU Maintenance Duty Chief will require an electronic copy of the documentation.

Pre-Flight and Post-Flight Inspections. There are two different types of pre-flight and post-flight inspections. The mechanics are responsible for completing daily aircraft inspections prior to startup in accordance with the applicable aircraft maintenance manuals.

Pilots shall conduct preflight, thru-flight, and post-flight inspections in accordance with the aircraft operator's manual. Prior to any flight, the pilot shall ensure all aircraft inspections are completed, and all maintenance documentation is updated for the day before the flight.

Personal Protective Equipment. Personnel shall wear a flight helmet or cranial protection when greater than six feet above the ground while inspecting the aircraft. During aircraft maintenance personnel shall wear or utilize all applicable personal protective equipment.

Aircraft Modifications. All aircraft modifications shall be inspected and approved by the CAL FIRE Aviation Management Unit.

Discrepancy Documentation. All maintenance discrepancies shall be documented. Verbal notification of discrepancies to mechanics and/or the AMU Maintenance Duty Chief in lieu of documentation is not authorized. It is crucial that each discrepancy contains as much detail as possible to aid troubleshooting efforts.

Maintenance Assistance. Pilots may assist mechanics in performing maintenance. However, their duties are limited to simple tasks such as operating aircraft systems, handling tools, moving check stands, and opening/closing panels.

All time assisting maintenance shall count toward the pilot duty day.

Maintenance Records. A copy (not the original) of the current maintenance record required by 14 CFR Part 91 shall be kept with the aircraft. A copy of the current maintenance record required by 14 CFR 91.417 shall be kept at the Home Base or maintenance facility. Additionally, aircraft maintenance record entries and aircraft flight logs shall be transmitted to the operator's home base (the location where the certificate is held) every 12 flight hours or seven (7) days – whichever occurs first.

Ground Runs and Operational Checks. Following maintenance corrective action, ground runs, and operational checks may be required in accordance with the work package. Qualified mechanics and pilots are authorized to perform these checks, which are conducted at the contractor's expense.

Flight Verification Check. Following maintenance corrective action and ground runs/operational checks are completed, a Flight Verification Check may be performed in conjunction with a training or operational flight. This check involves verifying aircraft and/or system satisfactory performance during the normal operation of the aircraft without

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

requiring the manipulation of systems usually encountered on a dedicated Functional Check Flight (FCF). The contractor shall notify the AMU Maintenance Duty Chief before a Flight Verification Check.

Functional Check Flight (FCF). A functional check flight is a dedicated verification flight that requires the manipulation of systems and/or unique flight profiles to ensure airworthiness. FCFs are typically performed before and after significant maintenance intervals. FCFs are one of the most hazardous flight regimes encountered on a day-to-day basis. All FCFs shall utilize the minimum flight crew required to conduct the operation. The only exception is for pilot-specific FCF training or required mechanics to perform the operation. All FCFs are conducted at the contractor's expense.

FCFs shall be completed in areas with the least possible exposure to personnel, equipment, vehicles, and property, preferably near an airport with crash response.

FCFs shall be conducted between sunrise and sunset in VMC. The AMU Operations Duty Chief may waive this requirement if the flight can be conducted safely. Ground checks and FCF items in a hover may be conducted anytime. The contractor shall notify the AMU Maintenance Duty Chief before an FCF.

Blade or Propeller Strikes. If a propeller, main, or tail rotor blade strikes any object, the aircraft shall affect the landing prescribed in the aircraft operator's manual, shut down, and inspected by a qualified mechanic. The aircraft is considered grounded until maintenance and operational release are received. The AMU Operations Duty Chief shall be contacted in the event of any blade or propeller strike.

Wire Strikes. In the event of a wire strike, the aircraft shall be flown to the nearest safe landing site, immediately grounded, and inspected by a qualified mechanic. The aircraft is considered grounded until maintenance and operational release are received. The AMU Operations Duty Chief shall be contacted in the event of any wire strike.

Chip Detector Warning/Caution. A chip detector warning/caution is a grounding discrepancy. Utilize the appropriate aircraft maintenance manuals for corrective action.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Overview. CAL FIRE attempts to reconcile all outstanding contract payments as quickly as possible. It is the contractor's responsibility to remain solvent and operable during fire season.

Prompt Payment Clause SCM 7.20: Payment will be made in accordance with and within the time specified in Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.

Billed Flight Hours. Any aircraft reposition accomplished at the request of CAL FIRE shall be paid 1/10th of an hour per movement. A canceled dispatch will also be paid at 1/10th of an hour if the engines were operating.

Helicopters. At the conclusion of each day, contractors and cooperators shall coordinate with the ATBM or Helibase Manager to complete and sign the CAL FIRE-62 Form. This form is used to capture recorded flight times, extended standby, availability, and mileage.

The CAL FIRE 63 – Daily Shift Ticket is a self-invoicing payment document which is the final invoice submitted to the incident and/or unit for payment. It is essential that contractors and cooperators ensure this form is accurate.

Fuel Servicing Vehicle Requirements & Payment (Helicopters Only). A fuel servicing vehicle is required for all helicopter support. CAL FIRE will not pay mileage to and from lodging.

When hired, mileage will be paid to and from the assigned work location, beginning at the contractor's principal base of operation or from the vehicle's location at the time of order, whichever is closer. Mileage reimbursement is calculated using the shortest applicable route based on Department of Transportation regulations for hazardous materials.

Mileage paid will be at the annually-established USFS Fuel Truck Rate/mile.

Fixed-Wing CWN/EU Aircraft. The CAL FIRE Air Operations Worksheet (Figure 6) captures daily flight hours and associated costs due to the contractor.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Pilots or a company representative shall sign the CAL FIRE Air Operations Worksheet to confirm the data entered is accurate.

Figure 6. CAL FIRE Air Operations Worksheet

CAL FIRE AIR OPERATIONS WORKSHEET

DATE:	T- A/C #:	CONTRACTOR:	A/C MAKE:
		CONTRACT #:	A/C MODEL:
A/C OPS FROM: ENTER 3-LET BASE ID	AIRCRAFT'S ADMIN BASE:	BID ITEM #:	AVAIL RATE:
		PILOT:	FLIGHT RATE:
PHONE #:	PHONE #:	CO-PILOT:	POST USE RATE:
FAX #:	FAX #:	MECHANIC:	POST USE START:

INCIDENT INFORMATION				FIRE CHEMICAL				BASE ID		LANDING COST	FLIGHT TIMES					TOTAL COST
INCIDENT NAME	RESOURCE ORD #	FIRE CHG #	UNIT	QTY GAL	CHEM TYPE	$ PER UNIT	COST OF CHEMICAL	FROM	TO		START	STOP	ELAP MIN	ELAP DEC	FLIGHT COST	
			TOTALS:													

DAILY AVAILABILITY						NOTES: explain Misc Costs, Unavailability, Maintenance, etc.	COST SUMMARY	
START	STOP	TOT HRS	EXT. STANDBY	START	STOP		FLIGHT TIME:	
							CHEMICAL:	
NON-AVAILABILITY				HRS ELAP:			EXT. STANDBY:	
				# of CREW:			LANDING FEES:	
				$ PER HR:			MISC COSTS:	
TOTAL HRS AVAIL:				TOT $:			TOTAL FIRE COST	#VALUE!
FLIGHT TIME LAST SIX DAYS								
DAY OFF:		LAST D/O:				NAUTICAL MILES: @ = ETE:		
					TOTAL 0.00	GOVERNMENT REPRESENATIVE :	DATE :	
						TANKER REPRESENATIVE :	DATE :	

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Overview. Qualification requirements are based on hiring standards for contract counties and cooperators. FAA Advisory Circular 00-1.01 (series) allows federal, state, and local governments to determine qualification requirements for their flight crews. Contractors shall meet the minimum qualifications outlined in this chapter for hiring consideration.

HELICOPTER PILOTS

The following are the basic minimum carding requirements for carding:

PIC Hours

Total PIC Hours 1,500
Helicopter, Preceding 12 months ..... 100 NOTE 1
Weight Class 100
Make and Model ..... 50 NOTE 2
Make, Model, Series, Preceding 12 Months 10
Turbine PIC Hours 100

NOTE 1: The contractor may request a pilot flight hour waiver. The contractor should contact the AMU Helicopter Program Chief Pilot for waiver consideration.

NOTE 2: Flight hour requirements may be reduced by 50% if the pilot holds a type rating for the helicopter or submits evidence of satisfactory completion of training in the make and model from a certified 14 CFR Part 141 pilot school, or a certified 14 CFR Part 142 training center, or a 14 CFR Part 135 pilot training program.

ICS Typing Standards.

Components	Type 1	Type 2	Type 3
Allowable Payload (15°C at sea level)	5,000 lbs	2,500 lbs	1,200 lbs
Passenger Seats	15 or more	9-14	4-8
Fire Suppression Capability (gallons)	700	300	100
Maximum Gross Takeoff & Landing	12,501 or greater	6,000 – 12,500	Up to 6,000
Helitanker	• Fixed Tank • 1,100 gallons or greater		

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Additional Mission Requirements. All additional mission requirements are based on PIC flight hours.

Mountain Flying Total 200
Vertical Reference (VTR) Total Experience ..... 10 NOTE 1
Annual VTR Recurrency Training ..... 2 NOTE 1
Helicopter Night (unaided) Total 50

NOTE 1: Mandatory for Type I, II & III Exclusive Use operators. Mandatory for Type I & II CWN operators.

NVG Prerequisite Requirements.
Helicopter NVG Flight Training 8
Helicopter NVG Ground School 8

NVG Fire Suppression (Low-Level Operations) – Exclusive Use Only NOTE 2, NOTE 3.
Helicopter NVG Total 25
Helicopter PIC NVG, Preceding 12 months (any make/model) 25
Helicopter PIC NVG Specific Make/Model, Preceding 12 months 10

NOTE 2: NVG Fire Suppression – Low Level is not offered for Call-When-Needed agreements.
NOTE 3: 50 percent of hours may be conducted in an NVG-compatible, FAA-certified simulator or fixed training device to include IIMC recovery procedures.

NVG RECON NOTE 3.
Helicopter NVG Total 15
Helicopter PIC NVG, Preceding 12 months (any make/model) 15
Helicopter PIC NVG Specific Make/Model, Preceding 12 months 10

NOTE 3: 50 percent of hours may be conducted in an NVG-compatible, FAA-certified simulator or fixed training device to include IIMC recovery procedures.

NVG Ground Training Requirements. NVG Ground Training (14 CFR Part 61) includes the following:

- Crew Resource Management
- Aero Medical Factors
- Night Vision Goggle Operations
- Aircraft Lighting Systems
- NVG Night Terrain Interpretation
- Agency Specific Procedures

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

NVG Flight Training Requirements. NVG flight training for carding shall include:

- Pilot Basic Flight Maneuvers
- Pilot Emergency Procedures
- Specific Mission Profiles
- Night Procedures Check
- Inadvertent Instrument Meteorological Conditions recovery

NVG Recurrency Training Requirements. NVG recurrency to maintain carding shall be accomplished in accordance with 14 CFR 61.57.

For current NVG and equipment standards, refer to the FAA website. Then, select the 2004 Flight Standards Handbook for Air Transportation (HBAT).

It is recommended that Helicopter Pilot NVG training standards conform to the FAA Commercial Pilot Practical Test Standards for Rotorcraft FAA-S-8081-16B.

NVG Maintenance Requirements. All NVGs shall be maintained on the manufacturer's recurrent maintenance schedule.

All NVGs used shall meet the RTCA technical standards contained in DO-275 and FAA Technical Standards Order TSO-C164.

PIC Mountain Flight Hours. All mountain flight hours are defined as helicopter operations in mountainous terrain identified in 14 CFR Part 95 Subpart B – Designated Mountainous Area.

Experience operating outside the United States may be considered mountainous terrain, provided it is conducted in areas above 2000 feet MSL containing long slopes, deep valleys, and high ridges, including off-airport takeoffs, landings, and hover operations.

Helicopter NVG Reconnaissance and Helicopter Coordinator (HLCO). All NVG HLCO operators shall be carded for NVG operations, low-level, and for carriage of passenger, cargo, and crew transport.

Second-in-Command (SIC). All aircraft requiring an SIC in accordance with the operator's manual require the following:

FAA Commercial, Rotorcraft Certificate
SIC Total.....150 hrs
SIC Make/Model, Preceding 12 months.....10 hrs

If applicable for NVG missions:
SIC NVG Total.....10 hrs
SIC NVG, Preceding 12 months.....5 hrs

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

AIR TACTICAL PILOT

- Commercial Pilot Airplane Certificate with Instrument rating or an Airline Transport Pilot (ATP) with appropriate Category Class and Unrestricted Type Rating for the aircraft to be flown.
- Valid Class II (or Class I) FAA Medical Certificate.
- PICs shall meet requirements of 14 CFR Part 61.58(a) instrument currency requirements Part 61.57(c), (d), (e) proficiency check, or Part 121 equivalency. Part 121 equivalency may be accomplished in FAR part 142 approved simulators as per 61.57 (a)(3), (b)(2), (c)(1), and (d)(1)(ii), and as per 61.58 (e).
- At CAL FIRE's discretion, pilots shall pass a competency and mission proficiency check in make and model aircraft conducted over typical terrain.

PIC Flight Hours.....1500 hrs
Category (Airplane).....1200 hrs
Category and Class (multi-engine) to be flown .....200 hrs
Multi-Engine and Single-Engine Turbine.....100 hrs
Instrument (50 hrs actual) .....75 hrs

Cross Country.....500 hrs
Mountainous Terrain (mountain and low-level) .....200 hrs
Total time in make, model, and series of aircraft to be used.....25 hrs
Total time in class, preceding 12 months.....100 hrs
Night Currency (preceding 90 days).....three takeoffs and landings to a full-stop

AIRTANKER PILOT-IN-COMMAND (AKP)

- Commercial Pilot Airplane Certificate with Instrument rating or an Airline Transport Pilot (ATP) with appropriate Category Class and Unrestricted Type Rating for the aircraft to be flown.
- Valid Class II (or Class I) FAA Medical Certificate.
- PICs shall meet requirements of 14 CFR Part 61.58(a) instrument currency requirements Part 61.57(c), (d), or (e) proficiency check, or Part 121 equivalency. Part 121 equivalency may be accomplished in FAR part 142 approved simulators as per 61.57 (a)(3), (b)(2), (c)(1) and (d)(1)(ii), and as per 61.58 (e).
- PICs shall meet 14 CFR Part 137.53 congested area requirements. (Pilots not meeting this requirement may be issued an AKP card provided the limitation is noted on the card by the Airtanker Pilot Inspector and a qualified AKI is assigned to every mission).
- At CAL FIRE's discretion, pilots shall pass a competency and mission proficiency check in make and model aircraft conducted over typical terrain.
- Proof of completion of the USFS Airtanker Pilot Training Program annually and the National Aerial Firefighting Academy (NAFA) course every 3 years.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

- Proof of completion of annual simulator training in standard operating procedures, Crew Resource Management (CRM), Controlled Flight into Terrain (CFIT) prevention, instrument currency, and emergency procedures. Attendance at a professional simulator training center is required.

AKP Experience. Pilots shall have accumulated the minimum flight hours listed below. Flight hours shall be determined from a certified pilot log. Further verification of flight hours may be required at the discretion of the CAL FIRE inspector.

Pilot (Total Time) ..... 1500 hrs
Pilot-In-Command (Airplane) ..... 1200 hrs

PIC Breakdown

An unrestricted type rating in the make and model to be flown. Time shall be accumulated after the issuance of the type rating	25 hours NOTE 1
Category (airplane) and class (multi-engine) to be flown	200 hours
Multi-engine aircraft over 12,500 pounds, if applicable (except for time credit note) time shall be accumulated after receiving type rating)	100 hours NOTE 2
During the preceding 12 months (Airplanes)	100 hours NOTE 3
Instrument (50 hrs Actual)	75 hours
Night flying to include at least 3 takeoffs and landings to full stop during the 90 days preceding annual pilot approval in category and class over 12,500 lbs	100 hours
Typical terrain (mountain and low-level)	200 hours

60 Days Prior to Pilot Carding

In make and model, to include 5 takeoffs and landings performed from the left seat	5 hours NOTE 4
Complete mission training flights by demonstrating and documenting proficiency in dropping a minimum of two full loads of water to a contractor-designated mission training pilot	2 hours
Demonstrate dropping one full load of water in typical terrain under the observation of an Airtanker Pilot Inspector in the make and model of air tanker to be flown	As Required

NOTE 1: The 25 hours of PIC required shall have been within the past 5 years with an Unrestricted Type rating in make and model to be flown. Time shall be accumulated after the issuance of the type rating.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

The time in the make and model to be flown may be reduced to 10 hours, provided the pilot holds an Initial Attack (AKI) rating and completes training in maneuvers simulating airtanker operations.

NOTE 2: Pilots who have flown as SIC in multi-engine air tanker operations may count 50 percent of that time toward the 100 hours PIC requirement (left seat) to a maximum of 50 hours; or

NOTE 3: Or performed as Airtanker Pilot during the preceding 12 months.

NOTE 4: Initial Attack Training Pilots (AKTP) may perform the make and model experience requirements from either the (left) and/or (right) seat. Dropping loads (water) for the Airtanker Pilot Inspector shall be demonstrated from both the (left) and (right) seat, with a minimum of 2 full loads total dropped.

AIRTANKER SECOND-IN-COMMAND (AKC)

Commercial Pilot Airplane Certificate with Instrument and Multi-Engine rating
Valid Class II (or Class I) FAA Medical Certificate.
AKC shall meet the requirements of 14 CFR Part 61.55 and 61.56.
Proof of completion of the USFS Airtanker Pilot Training Program annually and/or the NAFA course.

Pilot-In-Command (Airplanes) .....800 hrs
Pilot hours in the preceding 12 months .....100 hrs NOTE 1

NOTE 1: Or performed as an AKC in the past 12 months; or received a Type rating in the make and model to be flown in the past 12 months, or pilots previously designated as AKC but who have not acted in that capacity during previous 36 months, shall demonstrate their ability in flight aboard the aircraft to a designated Airtanker Pilot Inspector during the annual pilot approval process.

FLIGHT ENGINEER (FE)

Shall have a current FAA Flight Engineer (FE) Certificate with appropriate rating issued under 14 CFR Part 63 and meet currency requirements of 14 CFR Part 91.529 (b) with a minimum of 5 hours within 60 days before carding.

Valid Class II FAA Medical Certificate

Current authorization from the Contractor

AIR RESCUE CREW CERTIFICATION REQUIREMENTS

To be certified to provide hoist rescue services for CAL FIRE, operators must meet the minimum equipment and crew requirements and standards established in the CAL OES FIRESCOPE Hoist Rescue Guidelines (ICS-801). Please utilize the ICS-801 manual as a reference for aircraft and crew certification.

Operators must provide documentation of the following requirements and proficiency prior to scheduled pilot and crew carding. CAL FIRE Air Rescue Crew certification must be

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

renewed annually, with an evaluation by a CAL FIRE inspector required at least once every three years.

Additional CAL FIRE Requirements. In addition to the requirements outlined in ICS-801, Section IV, CAL FIRE requires the following –

Hoist Rescue Ground School (Initial): 70 hours (can include 10 hours of live flight training listed below).
Hoist Rescue Flight Training (Initial): 10 hours
Hoist Rescue Ground School (Initial): 40 hours (including 5 hours of live flight training)
Hoist Rescue Flight Training (Initial): 5 hours

Rescue Helicopter Initial Training and Proficiency. Upon request, operators with Air Rescue Crew personnel (Pilot, Crew Chief, and Rescuer) participating in CAL FIRE air rescue operations shall be required to provide documentation that hoist skills proficiency was evaluated by their designated company evaluators a minimum of two (2) times annually, with a maximum time between proficiency verifications of eight (8) months.

Additionally, Air Rescue Crew personnel are required to document a minimum of six (6) hours of Air Rescue training in the prior six (6) month period to maintain proficiency. Training will consist of a minimum of four (4) hours of live evolutions using all rescue devices carried and a minimum of two (2) hours of classroom, ground school, and static hoisting.

Rescue Helicopter Recurrent Training. Annual recertification for all crewmembers: 40 hours of lecture and flight operations documented. Annual proficiency hours may count towards this time.

Mechanic Qualifications. The mechanic shall submit to the ATBM or Helibase Manager a valid FAA Airframe and Powerplant license or foreign equivalent. Each mechanic shall have been licensed for a period of at least 24 months.

Each mechanic shall have been performing aircraft maintenance for at least 18 months over the previous 24 months. Within the 18 months, 12 months shall be spent maintaining helicopters if work is performed on helicopters.

The mechanic shall have maintained the same make and model helicopter for at least one full fire season within the previous three (3) years.

Each mechanic shall have maintained a helicopter away from the operator's base of operations for three (3) months while under minimal supervision.

Each mechanic shall have satisfactorily completed a manufacturer's maintenance course or an equivalent U.S. Forest Service or DOI-approved training program for the make and

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

model of the helicopter or show evidence the mechanic has accumulated at least 12 months of experience on a helicopter of the same make and model.

Pilots may serve the function of a mechanic if the pilot meets the standards above. Pilot duty limitations apply while operating as a mechanic.

Pilots may perform preventive maintenance on aircraft if approved by the contractor operations specifications and in accordance with 14 CFR 43.3(h), 43.5, and 43.7.

When pilots perform the duties of a mechanic for more than two (2) hours, each hour after will count as flight hours in the duty period.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

EVALUATIONS

Overview. A CAL FIRE-230 Performance Evaluation shall be completed by the ATBM or Helibase Manager for all vendors and operators at the end of each operational period to document exemplary, standard, or substandard performance. It is paramount that each evaluation is objective.

Exemplary and substandard performance shall be discussed with the operator no later than the end of the shift. This feedback mechanism is critical in providing constructive feedback to operators.

These discussions should be documented, including the date, time, personnel, and details of the corrective actions.

Base Managers. ATBM and Helibase Managers shall submit all performance evaluations to the CAL FIRE Contract Aerial Resources Dashboard.

When the operator is released from the incident, the ATBM or Helibase Manager shall provide operators with copies of all performance evaluations.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Figure 7. CAL FIRE-230 Supplier Performance Evaluation

STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
SUPPLIER PERFORMANCE EVALUATION
CAL FIRE 230 (REV. 01/21)

Page 1 of 2

1. INCIDENT NAME	2. ORDER NUMBER	3. REQUEST NUMBER	4. START – END DATE –
5. SHIFT/OPERATIONAL PERIOD	6. OPERATOR	7. ASSIGNMENT OR LOCATION	

SUPPLIER INFORMATION

8. NAME	9. ADDRESS	10. PHONE AND CONTACT
11. ☐ SERVICE ☐ COMMODITY ☐ RENTAL EQUIPMENT		12. AGREEMENT #
13. BRIEF DESCRIPTION OF SERVICES/COMMODITY/EQUIPMENT ORDERED:		

14. RATING FACTORS	YES	NO
A) GAVE AND MET ACCEPTABLE ETA/COMMITMENT.	☐	☐
B) ARRIVED PREPARED, EQUIPPED, AND READY TO WORK.	☐	☐
C) MET WITH ASSIGNED SUPERVISOR FOR DIRECTION.	☐	☐
D) MET PERFORMANCE EXPECTATIONS.	☐	☐
E) EQUIPMENT IN SAFE WORKING CONDITION.	☐	☐
F) PERSONNEL WERE SKILLED AND OPERATED SAFELY.	☐	☐
G) PERSONNEL'S LEVEL OF COOPERATION WAS ACCEPTABLE.	☐	☐
H) OTHER:	☐	☐
I) RECOMMENDATION FOR REHIRE/REUSE	☐	☐*
J) OVERALL RATING OF PERFORMANCE: ☐ POOR** ☐ AVERAGE ☐ GOOD ☐ EXCEPTIONAL		

* RECOMMENDATION OF NO REHIRE/REUSE REQUIRES EXPLANATION OR COMMENT.
**RATING OF POOR REQUIRES EXPLANATION OR COMMENT.

15. COMMENTS:

SIGNATURE BELOW DOES NOT CONSTITUTE AGREEMENT WITH RATING, BUT THAT RATING WAS DISCUSSED WITH SUPPLIER OR REPRESENTATIVE.

16. SUPPLIER/REPRESENTATIVE NAME/TITLE		17. CAL FIRE REPRESENTATIVE NAME/POSITION	
18. SIGNATURE	19. DATE	20. SIGNATURE	21. DATE

NOTE: EQUIPMENT SAFETY/COMPLIANCE INSPECTIONS ARE REQUIRED TO BE DOCUMENTED SEPARATELY.
DISTRIBUTION: ORIGINAL TO INCIDENT PACKAGE. **COPIES** TO ADMINISTRATIVE UNIT AND SUPPLIER.

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RESOLUTIONS, APPEALS, AND SANCTIONS

Overview. In accordance with CAL FIRE Hired Equipment Policy 10,170, ATBM and Helibase Managers are responsible to take immediate action to resolve any issues that involve safety, productivity, operational effectiveness, and/or any other issue that in any way compromises the safe and orderly conduct of operations.

Policy Violations. All policy violations by contractors and their employees will be referred to the respective AMU Program Manager for review and recommendations for possible action by the AMU Senior Aviation Officer. If action is pursued by the AMU Senior Aviation Officer, the matter will be forwarded to the Assistant Deputy Director of Aviation and Mobile Equipment.

Harassment Policy. For alleged harassment policy violations involving state or federal employees, CAL FIRE Legal Office and EEO shall be notified. Resolution and appeals may require more time to adjudicate if harassment is claimed against a contractor and/or their employees. If a harassment case is claimed, the operator shall be immediately removed from the incident until the investigation is concluded.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Non-Compliance. Failure to comply with any of the requirements of this agreement may result in sanctions against the operator, ground crew, and/or contractor. Non-compliance includes, but is not limited to, the following:

Directly contacting Unit, Incident Command, and ECC soliciting hiring	Arriving at an incident without being hired
Misrepresenting response time	Failure to arrive at a required time without communicating the circumstances for the delay
Misrepresenting the condition of the aircraft	Misrepresenting the location of the aircraft or required equipment and personnel
Operating without the required PPE or equipment	Unsafe or negligent aircraft, equipment, or ground operations
Failure to follow directions or complete assignments	Failure to communicate aircraft performance limitations
Any brokering of aircraft, equipment, or personnel that circumvents the intent of this agreement	Assigning an issued order and request number to another contractor
Accepting an issued order and request number from another contractor	Misrepresenting Small Business and Disabled Veteran-owned business status
Operating equipment on the fire line assignment without required training	Willful violation of fair hiring practices
Misrepresenting time worked on the incident	Accepting compensation to locate an aircraft or equipment to a point further than the actual preposition or position of a new incident
Civil and/or criminal action	Violation of Harassment Policy

Non-compliance may result in the following actions:

Sanction and removal from the hiring roster for a specific period	Cancellation of the contract/agreement
Indefinite removal from the hiring roster	Civil and/or criminal action
Sub-standard performance evaluation	

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Sanctions. The Assistant Deputy Director of Aviation and Mobile Equipment is authorized to implement sanctions against vendors. The department may take action and/or impose sanctions based on a single egregious action or a combination of actions. The contractor may appeal the sanctions to the Deputy Director of Fire Protection within 15 days of receipt.

Disputes. All disputes between CAL FIRE and vendors or their employees will be resolved as soon as possible in a manner consistent with CAL FIRE policy based upon the violation. If immediate resolution is not possible, the dispute must be documented in writing and forwarded to the respective AMU Program Manager for recommended resolution. The Senior Aviation Officer will review the documentation and render a decision.

Appeal Authority. The Deputy Director of Fire Protection, or designee, will be the final appeal authority for any sanctions or other resolutions administered by the Assistant Deputy Director of Aviation and Mobile Equipment. Notice of any action upheld, modified, or dismissed will be forwarded to the vendor within 30 days of the appeal being received. Notice will also be provided to the Senior Aviation Officer for documentation purposes.

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

APPENDIX A: NOTIFICATION OF PIC (NOPIC) HAZARDOUS MATERIALS MANIFEST FORM DOT SP-91-98

Date: _____

Aircraft #: _____

Bureau/Agency: _____

Common Name	Shipping Name	Hazard Class	UN #	ERG #	QTY	WT
Acetylene	Acetylene, dissolved	2.1 Flammable Gas	UN1001	116		
Aerosols	Aerosols non-flammable each not exceeding one liter capacity	2.2 Non-Flammable Gas	UN1950	126		
Aerosols starting fluid,WD-40	Aerosols flammable each not exceeding one liter capacity	2.1 Flammable Gas	UN1950	126		
Batteries dry	Batteries dry, containing potassium hydroxide solid electric storage	8 Corrosive	UN3028	154		
Batteries wet	Batteries wet filled with acid	8 Corrosive	UN2794	151		
Batteries wet	Batteries wet filled with alkali	8 Corrosive	UN2795	131		
Batteries wet	Batteries wet non- spillable	8 Corrosive	UN2800	154		
Bear spray, irritants	Aerosols flammable each not exceeding one liter capacity	2.1 Flammable Gas	UN1950	126		
Biomedical waste	Infectious substances affecting humans	6.2	UN2814	158		
Cartridge	Cartridge for small arms	1.4s	UN0012	114		
Clorox, liquid bleach	Hypochlorite Solutions	8 Corrosive	UN1791	154		
Diesel	Diesel, fuel	3 Flammable	UN1993	128		
Drip torch fuel	Gasoline/ Diesel	3 Flammable	UN1203	128		
Engine, internal combustion	Engine, internal combustion, flammable gas powered *or* Engine, fuel cell, flammable gas powered *or* Machinery, internal combustion, flammable gas powered *or* Machinery, fuel cell, flammable gas powered	2.1	UN3529	135, A200		

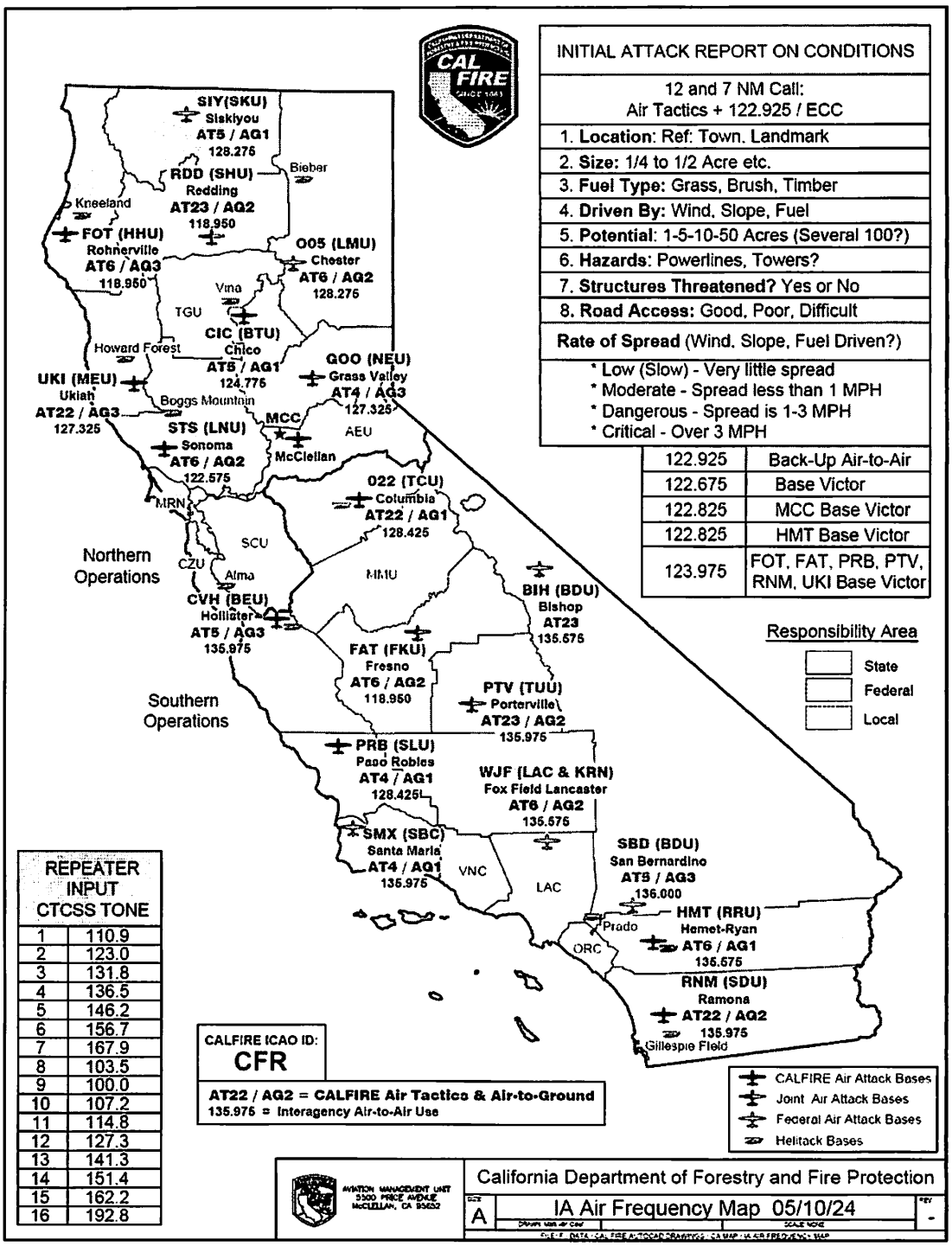
Common Name	Shipping Name	Hazard Class	UN #	ERG #	QTY	WT
Oxygen	Oxygen, compressed	2.2 Non-Flammable Gas	UN1072	122		
Paint	Paint including lacquer, enamel, stain, shellac, solutions, varnish, polish, liquid filler, and lacquer base, wood preservative	3 Flammable	UN1263	128		
Petro-gel helitorch	Gelling agent-helitorch	3 Flammable	UN1230	131		
Petroleum oil	Petroleum oil	3 Flammable	UN1270	128		
Plastic spheres	Potassium permanganate	5.1 Oxidizer	UN1490	140		
Propane	Petroleum gases, liquefied	2.1 Flammable Gas	UN1075	115		
Total Weight						
Shipper's Signature		Location				
Pilot's Signature						

ADDITIONAL ITEMS (FILL IN THE BLANK):

Common Name	Shipping Name	Hazard Class	UN #	ERG #	QTY	WT
Total Weight						

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

APPENDIX B: FREQUENCY MAP – EXAMPLE ONLY



Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

Based on TDFM-136/138 V24A, 10May24

For edits email: stuart.sprung@fire.ca.gov

Ch.136	Ch.138	Unit	Radio Indentifier	Unit Name
32	42	AEU	"Camino"	Amador/El Dorado
49-51	51-53	BDU	"Berdo"	San Bernardino
65,66	59	BEU	"Monterey"	San Benito/Monterey
21	35	BTU	"Oroville"	Butte
1	60	CDF	"Sacramento"	Headquarters
20	34	CZU	"Felton"	San Mateo/Santa Cruz
59,60	56	FKU	"Fresno"	Fresno/Kings
13	30	HUU	"Fortuna"	Humboldt/Del Norte
23	36	LMU	"Susanville"	Lassen/Modoc
14,15	31	LNU	"St. Helena"	Sonoma/Lake/Napa
12	29	MEU	"Howard Forest"	Mendocino
56,57	55	MMU	"Mariposa"	Madera/Mariposa
38,39	48	SDU	"San Diego"	San Diego
24,25	37	NEU	"Grass Valley"	Nevada/Yuba/Placer
35-37	45-47	RRU	"Perris"	Riverside
18	33	SCU	"Morgan Hill"	Santa Clara
28	38	SHU	"Redding"	Shasta/Trinity
31	41	SKU	"Yreka"	Siskiyou
45	49	SLU	"San Luis"	San Luis Obispo
62	58	TCU	"San Andreas"	Tuolumne/Calaveras
30	40	TGU	"Red Bluff"	Tehama/Glenn
54	54	TUU	"Visalia"	Tulare

CAL FIRE RETARDANT JETTISON AREAS

BASE	Location		Elev.	VLAT	Contact
FOT	On Airport				
RDD	KRDD/051/10	N40.34.76 W122.05.50	1030'		
CIC	KCIC/047/20	N39.57.64 W121.28.37	5900'	Y	
CIC	KCIC/017/20	N40.03.93 W121.37.72	4100'	Y	
UKI	KUKI/058/4.8	N39.09.11 W123.06.25	2900'	Y	
STS	KSTS/285/06	N38.33.55 W122.55.80	900'		Y
MCC					
GOO	KGOO/042/06.5	N39.17.21 W120.53.03	4000'		
O22	O22/003/04	N38.05.60 W120.23.50	3300'		
CVH	KCVH/352/05	N38.58.58 W121.24.09	1000'		
PRB	On Airport				
FAT	KFAT/042/23	N37.00.00 W119.20.07	3400'	Y	
PTV	On Airport				Y
HMT	KHMT/038/10	N33.50.27 W116.52.42	3900'		
RNM	KRNM/011/04	N33.06.08 W116.53.12	1800'		

Ch. 136	Ch. 138	USFS AIR-TO-GROUND PRIMARY		
115	86	167.6000	A/G 43	SRF KNF MDF LNF
117	88	167.5000	A/G 14	PNF TNF MNF ENF TMU
118	89	169.1125	A/G 59	CNF ANF BDF CDD SMP
119	90	167.4750	A/G 41	SQF CND INF SNF STF LPF KNP

Ch. 136	Ch. 138	CAL FIRE PRE-ASSIGNED AIR TACTICS (Tone 1)		
184	1	151.2800	AIR TACTICS 4	GOO PRB SMX
185	2	151.2950	AIR TACTICS 5	CIC CVH SBD SIY
186	3	151.3100	AIR TACTICS 6	FAT FOT HMT O05 STS WJF
188	5	151.2875	AIR TACTICS 22	RNM O22 UKI
189	6	151.3025	AIR TACTICS 23	PTV RDD
187	4	151.2725	AIR TACTICS 21	GACC
190	7	151.3625	AIR TACTICS 24	GACC
CAL FIRE Air Tactics Tone 1 (110.9) Tx & RX				

Ch. 136	Ch. 138	USFS PRE-ASSIGNED PRIMARY		
197	14	167.7000	AIR TACTICS 43	KNP SQF STF YNP
198	15	168.6375	AIR TACTICS 44	KNF LNF
199	16	169.1250	AIR TACTICS 46	INF BDF
202	19	167.3000	AIR TACTICS 53	MDF MNF TMU
203	20	168.3125	AIR TACTICS 54	LPF
204	21	168.3875	AIR TACTICS 55	ANF SMP
206	23	166.5625	AIR TACTICS 61	CNF SRF
207	24	167.3750	AIR TACTICS 62	ENF
208	25	167.3875	AIR TACTICS 63	PNF
209	26	168.6875	AIR TACTICS 64	SHF SNF
211	28	166.5000	AIR TACTICS 66	TNF

VICTOR INFORMATION	
130.700	LAC Primary Victor
119.975	LFD Primary Victor
129.950	VNC Primary Victor
123.025	YNP

Ch. 136	Ch. 138	AIR GUARD
127	G1	168.6250 Tone 1 (110.9) Tx & Rx Emer. Use Only

Ch. 136	Ch. 138	National Flight Following
212	114	168.6500 Tone 1 (110.9) Tx & Rx

Ch. 136	Ch. 138	CAL FIRE PRE-ASSIGNED AIR TO GROUND		
99	98	151.2200	CDF ATG 1 TX & RX (Tone 16)	BTU LAC MMU ORC RRU SBC SKU SLU TCU TGU VNC
100	99	159.2625	CDF ATG 2 TX & RX (Tone 16)	FKU KRN LMU LNU MRN MVU SHU TUU
101	100	159.3675	CDF ATG 3 TX & RX (Tone 16)	AEU BDU BEU CZU HUU MEU NEU SCU
140	93	154.3900	KERN ATG TX & RX (Tone 7) (167.9)	KRN
CAL FIRE AIR TO GROUND Tone 16 (192.8)				

APPENDIX C: INITIAL SAFETY BRIEFING

CALIFORNIA DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

CWN/EXCLUSIVE USE INITIAL BASE SAFETY BRIEFING

Initial	
	☐ Introduction of Flight Crew to Manager and Base Crew
	o Phone Numbers / Contact Info
	☐ Chain of Command
	☐ Base layout
	o Air Attack/Tanker Base: Loading Pits, Fueling Pits
	o Helitack Base Layout
	o Aircraft day off parking areas
	☐ Dispatch Procedures
	o FC-106 Overview
	o Rotation
	o Base Victor
	☐ File copies of CAL FIRE or Interagency Aircraft Card; Pilot Card; and CARS compliance Signature page (contact AMU Ops Duty Chief if missing –Do not dispatch). **CARS compliance Signature page is required for all contract pilots, mechanics, and support staff.**
	☐ FTA Refresher
	☐ Hazard Map Briefing
	☐ Response Area Briefing (Hazards, Special Use/Restricted Areas)
	☐ Initial Attack Frequency Map Orientation- (Show how to locate a local freq. using the 3-letter identifier on the map.)
	☐ Base Expectations
	o Start Up / Cutoff times
	o Daily Briefing and Time
	o Staging Areas / Workstations
	o Feeding
	o Special Needs
	o Out of Service Procedures (Including Sick/Late Calls)
	☐ Notifications – ATGS / Manager / AMU
	o Status of Repairs / Maintenance
	o Documentation (SAFECOM under the appropriate geographical Unit (AMU, AEU, LNU, etc.)
	o Return to Service - AMU Only via Helicopter Manager
	o Review CARS (most updated version)

CAL FIRE Representative: _____

Pilot Name/Signature: _____

Pilot Name/Signature: _____

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

CONTRACT AERIAL RESOURCE STANDARDS (CARS) AGREEMENT LETTER

I certify that SAN DIEGO SHERIFF AVIATION UNIT (company) personnel have read and/or been briefed on the most current CAL FIRE Contract Aerial Resource Standards (CARS) and that company personnel understand and will comply with these policies and procedures. Company personnel also understand that failure to comply with these procedures, violations of Federal Aviation Regulations, or other unsafe actions may result in withdrawal of authority to perform flights for the California Department of Forestry – CAL FIRE, United States Forest Service (USFS) or US Department of the Interior: Office of Aviation Services (DOI/OAS).

Company: SAN DIEGO SHERIFF AVIATION UNIT

Accountable Executive: SGT. GARY KNEESHAW

As the accountable executive, I hereby confirm that I have read, understood, and agree to the above terms and conditions. I acknowledge that I am authorized to sign and commit to these terms on behalf of the company and its personnel.

Signature: _____ **Date:** 06/11/25

NOTE: Please upload a roster of company personnel, and this signature page, Additional carding received after contract execution can be mailed to:

RW.CWN.Management@fire.ca.gov for helicopters
FW.CWN.Management@fire.ca.gov for fixed-wing aircraft

Docusign Envelope ID: 94E22976-0786-49AC-BE19-18877B798BE6

APPENDIX D: CONTRACT AERIAL RESOURCES (CARS) COMPLIANCE

CALIFORNIA DEPARTMENT OF FORESTRY
AND FIRE PROTECTION (CAL FIRE)

CONTRACT AERIAL RESOURCE STANDARDS (CARS)
AGREEMENT LETTER

I certify that SAN DIEGO SHERIFF AVIATION UNIT (company) personnel have read and/or been briefed on the most current CAL FIRE Contract Aerial Resource Standards (CARS) and that company personnel understand and will comply with these policies and procedures. Company personnel also understand that failure to comply with these procedures, violations of Federal Aviation Regulations, or other unsafe actions may result in withdrawal of authority to perform flights for the California Department of Forestry – CAL FIRE, United States Forest Service (USFS) or US Department of the Interior: Office of Aviation Services (DOI/OAS).

Company: SAN DIEGO SHERIFF AVIATION UNIT

Accountable Executive: SGT. GARY KNEESHAW

As the accountable executive, I hereby confirm that I have read, understood, and agree to the above terms and conditions. I acknowledge that I am authorized to sign and commit to these terms on behalf of the company and its personnel.

Signature: _____ **Date:** 06/11/25

NOTE: Please upload a roster of company personnel, and this signature page, Additional carding received after contract execution can be mailed to:

RW.CWN.Management@fire.ca.gov for helicopters
FW.CWN.Management@fire.ca.gov for fixed-wing aircraft

Revison 0 3-2010

CAL FIRE

HELICOPTER DATA RECORD

1. Contract/Rental Agreement No.	CWN
2. Item No.	
3. Designated Base	San Diego Co.
4. Region/Area	5-California

SECTION I - Operator & Aircraft Information (Fill in Blanks)

1. Operator	2. Address (Street, City, State & ZIP Code)
San Diego County Sheriff	1745 N Marshall, El Cajon, CA 92020

3. Phone No.	4. Make and Model	5. FAA Registration No.	6. Manufacturer's Serial No.	7. Hobbs Reading
619-956-4930	Bell Textron 412EPX	N989RL	39110	135.8

8. Max Gross Weight	9. Max Gross Weight	10. No. of Passengers	11. Type Fuel	12. Fuel Flow (Cruise)
(Internal) ## 12,200	*(External)* 13,100	14	Jet A	120 G.P.H

FOR EMPTY WEIGHT SEE CURRENT WEIGHT AND BALANCE DATA

13. Authorized Uses (Initial appropriate boxes) (Line Through Unapproved Uses) Expires (Fill in the Blank) 4/30/2026

a. [✓] Passenger & Cargo
b. [✓] Low Level Reconnaissance
c. [ ] ~~Cargo Only (Restricted Category)~~
d. [ ] ~~External Load (Sling)~~
e. [ ] ~~Rappeling~~
f. [ ] ~~Aerial Ignition~~
g. [ ] ~~Manager May Ride (Type I ONLY)~~
h. [ ] ~~Fire Suppression - Interagency~~
i. [✓] Fire Suppression - Local
j. [ ] ~~Water/Retardant Bucket~~
k. [✓] Helitanker
l. [ ] ~~Longline/Remote Hook~~ NO REMOTE
m. [ ] ~~Rapid Refuel~~ [✓] CCR [✓] Splash
n. [ ] ~~Air Attack Type(II)~~
o. [ ] ~~Approved for Left Seat Ops~~
p. [ ] ~~Approved MEL~~
q. [✓] Other NVG Aer Dynamix
r [✓] Other External Rescue Hoist
s. [ ] ~~Other~~
t. [ ] ~~Other~~
u. [ ] ~~Other~~

14. Approved By *(Signature)*	15. Title	16. Region	17. Date
Antonio Agosto, Jr.	Aviation Officer II (M)	CA-5	03/25/25

Revison 0 3-2010

CAL FIRE

HELICOPTER DATA RECORD

1. Contract/Rental Agreement No. CWN
2. Item No.
3. Designated Base San Diego Co.
4. Region/Area 5-California

SECTION I - Operator & Aircraft Information (Fill in Blanks)

1. Operator	2. Address (Street, City, State & ZIP Code)			
San Diego Co. Sheriff	1745 N Marshall, El Cajon, CA 92020			
3. Phone No.	**4. Make and Model**	**5. FAA Registration No.**	**6. Manufacturer's Serial No.**	**7. Hobbs Reading**
619-956-4930	Bell 407GXI	N670PC	56345	638.0

8. Max Gross Weight	9. Max Gross Weight	10. No. of Passengers	11. Type Fuel	12. Fuel Flow (Cruise)
(Internal) ## 5250	*(External)* 6000	5	Jet A	45 G.P.H

FOR EMPTY WEIGHT SEE CURRENT WEIGHT AND BALANCE DATA

13. Authorized Uses (Initial appropriate boxes) (Line Through Unapproved Uses) Expires (Fill in the Blank) 4/30/2026

a. [x] Passenger & Cargo
b. [x] Low Level Reconnaissance
c. [ ] ~~Cargo Only (Restricted Category)~~
d. [x] External Load (Sling)
e. [ ] ~~Rappeling~~
f. [ ] ~~Aerial Ignition~~
g. [ ] ~~Manager May Ride (Type I ONLY)~~
h. [ ] ~~Fire Suppression - Interagency~~
i. [x] Fire Suppression - Local
j. [x] Water/Retardant Bucket
k. [ ] ~~Helitanker~~
l. [x] Longline/Remote Hook NO REMOTE
m. [ ] ~~Rapid Refuel~~ [ ] ~~CCR~~ [x] Splash
n. [ ] ~~Air Attack Type(III)~~
o. [x] Approved for Left Seat Ops
p. [x] Approved MEL
q. [x] Other FLIR
r [x] Other NVG
s. [ ] ~~Other~~
t. [ ] ~~Other~~
u. [ ] ~~Other~~

14. Approved By (Signature)	15. Title	16. Region	17. Date
Antonio Agosto, Jr.	Aviation Officer II (M)	CA-5	03/26/25

Revison 0 3-2010

CAL FIRE

HELICOPTER DATA RECORD

1. Contract/Rental Agreement No. CWN
2. Item No. NA
3. Designated Base San Diego Co.
4. Region/Area Region 5-California

SECTION I - Operator & Aircraft Information (Fill In Blanks)

1. Operator	2. Address (Street, City, State & ZIP Code)			
San Diego Co. Sheriff	1745 N Marshall, El Cajon, CA 92020			
3. Phone No.	**4. Make and Model**	**5. FAA Registration No.**	**6. Manufacturer's Serial No.**	**7. Hobbs Reading**
619-956-4930	Bell 407GXi	N319MW	54841	3835.3
8. Max Gross Weight	**9. Max Gross Weight**	**10. No. of Passengers**	**11. Type Fuel**	**12. Fuel Flow (Cruise)**
(Internal) ## 5250	*(External)* 6000	5	Jet A	45 G.P.H

FOR EMPTY WEIGHT SEE CURRENT WEIGHT AND BALANCE DATA

13. Authorized Uses (Initial appropriate boxes) (Line Through Unapproved Uses) Expires (Fill In the Blank) 4/30/2026

a. ☑ Passenger & Cargo
b. ☑ Low Level Reconnaissance
c. ☐ ~~Cargo Only (Restricted Category)~~
d. ☑ External Load (Sling)
e. ☐ ~~Rappelling~~
f. ☐ ~~Aerial Ignition~~
g. ☐ ~~Manager May Ride (Type I ONLY)~~
h. ☐ ~~Fire Suppression - Interagency~~
i. ☑ Fire Suppression - Local
j. ☑ Water/Retardant Bucket
k. ☐ ~~Helitanker~~
l. ☑ Longline/Remote Hook NO REMOTE
m. ☐ ~~Rapid Refuel~~ ☐ ~~CCR~~ ☑ Splash
n. ☐ ~~Air Attack Type(III)~~
o. ☐ ~~Approved for Left Seat Ops~~
p. ☑ Approved MEL
q. ☑ Other FLIR
r ☑ Other NVG
s. ☐ ~~Other~~
t. ☐ ~~Other~~
u. ☐ ~~Other~~

14. Approved By *(Signature)*	15. Title	16. Region	17. Date
Antonio Agosto, Jr.	Aviation Officer II (M)	CA-5	03/25/25

Revison 0 3-2010

CAL FIRE

HELICOPTER DATA RECORD

1. Contract/Rental Agreement No. CWN
2. Item No.
3. Designated Base San Diego Co.
4. Region/Area 5-California

SECTION I - Operator & Aircraft Information (Fill in Blanks)

1. Operator	2. Address (Street, City, State & ZIP Code)			
San Diego Co. Sheriff	1745 N Marshall, El Cajon, CA 92020			
3. Phone No.	**4. Make and Model**	**5. FAA Registration No.**	**6. Manufacturer's Serial No.**	**7. Hobbs Reading**
619-956-4930	Bell 407GXi	N313DP	54880	3524.7
8. Max Gross Weight	**9. Max Gross Weight**	**10. No. of Passengers**	**11. Type Fuel**	**12. Fuel Flow (Cruise)**
(Internal) ## 5250	*(External)* 6000	5	Jet A	45 G.P.H

FOR EMPTY WEIGHT SEE CURRENT WEIGHT AND BALANCE DATA

13. Authorized Uses (Initial appropriate boxes) (Line Through Unapproved Uses) Expires (Fill in the Blank) 4/30/2026

a. [x] Passenger & Cargo
b. [x] Low Level Reconnaissance
c. [ ] ~~Cargo Only (Restricted Category)~~
d. [x] External Load (Sling)
e. [ ] ~~Rappeling~~
f. [ ] ~~Aerial Ignition~~
g. [ ] ~~Manager May Ride (Type I ONLY)~~
h. [ ] ~~Fire Suppression - Interagency~~
i. [x] Fire Suppression - Local
j. [x] Water/Retardant Bucket
k. [ ] ~~Helitanker~~
l. [x] Longline/Remote Hook NO REMOTE
m. [ ] ~~Rapid Refuel~~ [ ] ~~CGR~~ [x] Splash
n. [ ] ~~Air Attack Type(III)~~
o. [ ] ~~Approved for Left Seat Ops~~
p. [x] Approved MEL
q. [x] Other FLIR
r [x] Other NVG
s. [ ] ~~Other~~
t. [ ] ~~Other~~
u. [ ] ~~Other~~

14. Approved By (Signature)	15. Title	16. Region	17. Date
Antonio Agosto Jr	Aviation Officer II (M)	CA-5	03/25/25

Revison 0 3-2010

CAL FIRE

HELICOPTER DATA RECORD

1. Contract/Rental Agreement No. CWN
2. Item No.
3. Designated Base San Diego Co.
4. Region/Area 5-California

SECTION I - Operator & Aircraft Information (Fill in Blanks)

1. Operator	2. Address (Street, City, State & ZIP Code)			
San Diego Co. Sheriff	1745 N Marshall, El Cajon, CA 92020			
3. Phone No.	**4. Make and Model**	**5. FAA Registration No.**	**6. Manufacturer's Serial No.**	**7. Hobbs Reading**
619-956-4930	Bell 407GXi	N709WG	54885	2496.6
8. Max Gross Weight	**9. Max Gross Weight**	**10. No. of Passengers**	**11. Type Fuel**	**12. Fuel Flow (Cruise)**
(Internal) ## 5250	*(External)* 6000	5	Jet A	45 G.P.H

FOR EMPTY WEIGHT SEE CURRENT WEIGHT AND BALANCE DATA

13. Authorized Uses (Initial appropriate boxes) (Line Through Unapproved Uses) Expires (Fill in the Blank) 04/30/26

a. [✓] Passenger & Cargo
b. [✓] Low Level Reconnaissance
c. [ ] ~~Cargo Only (Restricted Category)~~
d. [✓] External Load (Sling)
e. [ ] ~~Rappelling~~
f. [ ] ~~Aerial Ignition~~
g. [ ] ~~Manager May Ride (Type I ONLY)~~
h. [ ] ~~Fire Suppression - Interagency~~
i. [✓] Fire Suppression - Local
j. [✓] Water/Retardant Bucket
k. [ ] ~~Helitanker~~
l. [✓] Longline/Remote Hook NO REMOTE
m. [ ] ~~Rapid Refuel~~ [ ] ~~CER~~ [✓] Splash
n. [ ] ~~Air Attack Type(III)~~
o. [✓] Approved for Left Seat Ops
p. [✓] Approved MEL
q. [✓] Other FLIR
r [✓] Other NVG
s. [ ] ~~Other~~
t. [ ] ~~Other~~
u. [ ] ~~Other~~

14. Approved By *(Signature)*	15. Title	16. Region	17. Date
Antonio Agosto, Jr.	Aviation Officer II (M)	CA-5	03/25/25

Revison 0 3-2010

CAL FIRE

HELICOPTER DATA RECORD

1. Contract/Rental Agreement No. CWN
2. Item No. NA
3. Designated Base San Diego Co.
4. Region/Area Region 5 - California

SECTION I - Operator & Aircraft Information (Fill in Blanks)

1. Operator	2. Address (Street, City, State & ZIP Code)			
San Diego Co. Sheriff	1745 N Marshall, El Cajon, CA 92020			
3. Phone No.	**4. Make and Model**	**5. FAA Registration No.**	**6. Manufacturer's Serial No.**	**7. Hobbs Reading**
619-956-4930	Bell 205A-1	N449RC	30121	4511.1
8. Max Gross Weight	**9. Max Gross Weight**	**10. No. of Passengers**	**11. Type Fuel**	**12. Fuel Flow (Cruise)**
(Internal) ## 10200	*(External)* 10500	9	Jet A	90 G.P.H

FOR EMPTY WEIGHT SEE CURRENT WEIGHT AND BALANCE DATA

13. Authorized Uses (Initial appropriate boxes) (Line Through Unapproved Uses) Expires (Fill in the Blank) 4/30/26

a. [✓] Passenger & Cargo
b. [✓] Low Level Reconnaissance
c. [~~Cargo Only (Restricted Category)~~]
d. [✓] External Load (Sling)
e. [~~Rappeling~~]
f. [~~Aerial Ignition~~]
g. [~~Manager May Ride (Type I ONLY)~~]
h. [~~Fire Suppression - Interagency~~]
i. [✓] Fire Suppression - Local
j. [✓] Water/Retardant Bucket
k. [✓] Helitanker
l. [✓] Longline/Remote Hook NO REMOTE
m. [~~Rapid Refuel~~] [✓] CCR [✓] Splash
n. [~~Air Attack~~] ~~Type(II)~~
o. [~~Approved for Left Seat Ops~~]
p. [✓] Approved MEL
q. [✓] Other NVG
r [✓] Other Hoist
s. [~~Other~~]
t. [~~Other~~]
u. [~~Other~~]

14. Approved By *(Signature)*	15. Title	16. Region	17. Date
Antonio Agosto, Jr.	Aviation Officer II (M)	CA-5	03/25/25

Revison 0 3-2010

CAL FIRE

HELICOPTER DATA RECORD

1. Contract/Rental Agreement No.	CAL FIRE CWN
2. Item No.	NA
3. Designated Base	McClellan, CA
4. Region/Area	Region 5- California

SECTION I - Operator & Aircraft Information (Fill in Blanks)

1. Operator	2. Address (Street, City, State & ZIP Code)
San Diego County Sheriff	1745 N. Marshall, El Cajon, CA 92020

3. Phone No.	4. Make and Model	5. FAA Registration No.	6. Manufacturer's Serial No.	7. Hobbs Reading
619-956-4930	Bell 205A-1	N549RL	30215	4495.6

##	9. Max Gross Weight	10. No. of Passengers	11. Type Fuel	12. Fuel Flow (Cruise)
(Internal) 10200	*(External)* 10500	9	Jet A	90 G.P.H

13. Authorized Uses (Initial appropriate boxes) (Line Through Unapproved Uses)

Expires (Fill in the Blank): 04/30/26

a. [x] Passenger & Cargo
b. [x] Low Level Reconnaissance
c. [ ] ~~Cargo Only (Restricted Category)~~
d. [x] External Load (Sling)
e. [ ] ~~Rappeling~~
f. [ ] ~~Aerial Ignition~~
g. [ ] ~~Manager May Ride (Type I ONLY)~~
h. [ ] ~~Fire Suppression - Interagency~~
i. [x] Fire Suppression - Local
j. [x] Water/Retardant Bucket
k. [x] Helitanker
l. [x] Longline/Remote Hook No remote
m. [ ] ~~Rapid Refuel~~ [x] CCR [x] Splash
n. [ ] ~~Air Attack Type( )~~
o. [ ] ~~Approved for Left Seat Ops~~
p. [x] Approved MEL
q. [ ] ~~Other~~
r [x] Other Hoist
s. [x] Other NVG
t. [ ] ~~Other~~
u. [ ] ~~Other~~

14. Approved By *(Signature)*	15. Title	16. Region	17. Date
Antonio Agosta, Jr.	Aviation Officer II (M)	5	03/25/25

Revison 0 3-2010

CAL FIRE

HELICOPTER DATA RECORD

1. Contract/Rental Agreement No. CWN
2. Item No.
3. Designated Base San Diego Co.
4. Region/Area Region 5 - California

SECTION I - Operator & Aircraft Information (Fill in Blanks)

1. Operator	2. Address (Street, City, State & ZIP Code)			
San Diego Co. Sheriff	1745 N Marshall, El Cajon, CA 92020			
3. Phone No.	**4. Make and Model**	**5. FAA Registration No.**	**6. Manufacturer's Serial No.**	**7. Hobbs Reading**
619-956-4930	Bell 205A-1	N107BZ	30013	4318.1
8. Max Gross Weight	**9. Max Gross Weight**	**10. No. of Passengers**	**11. Type Fuel**	**12. Fuel Flow (Cruise)**
(Internal) ## 10200	*(External)* 10500	9	Jet A	90 G.P.H

FOR EMPTY WEIGHT SEE CURRENT WEIGHT AND BALANCE DATA

13. Authorized Uses (Initial appropriate boxes) (Line Through Unapproved Uses) Expires (Fill in the Blank) 04/30/26

a. ☑ Passenger & Cargo
b. ☑ Low Level Reconnaissance
c. ☐ Cargo Only (Restricted Category)
d. ☑ External Load (Sling)
e. ☐ ~~Rappelling~~
f. ☐ ~~Aerial Ignition~~
g. ☐ ~~Manager May Ride (Type I ONLY)~~
h. ☐ ~~Fire Suppression - Interagency~~
i. ☑ Fire Suppression - Local
j. ☑ Water/Retardant Bucket
k. ☑ Helitanker
l. ☑ Longline/Remote Hook NO REMOTE
m. ☐ ~~Rapid Refuel~~ ☑ CCR ☑ Splash
n. ☐ ~~Air Attack Type(II)~~
o. ☐ ~~Approved for Left Seat Ops~~
p. ☑ Approved MEL
q. ☑ Other NVG
r ☑ Other Hoist
s. ☐ ~~Other~~
t. ☐ ~~Other~~
u. ☐ ~~Other~~

14. Approved By (Signature)	15. Title	16. Region	17. Date
Antonio Agosta, Jr.	Aviation Officer II (M)	CA-5	03/25/25

County of San Diego Sheriff Aviation Unit
FY25-26 Fire Pilot Roster

Kneeshaw, Gary	Sergeant
Voth, Warren	Chief Pilot - Corporal
Brown, Benjamin	Deputy
Liniewicz, William	Deputy
Webber, Tony	Deputy
Bligh, Scott	Deputy
Keener, Nathaniel	Deputy

CERTIFICATE OF INSURANCE

Alliant

CERTIFICATE HOLDER: **For the purpose of Evidence only**

NAMED INSURED: **San Diego County**
5590 Overland Ave
San Diego, CA 92123

POLICY PERIOD: 6/30/2025 to 6/30/2026

INSURANCE COMPANY: Starr Indemnity & Liability Company

AIRCRAFT PHYSICAL DAMAGE COVERAGE

POLICY NO.: 1000233406-09

ALL RISKS, GROUND & **IN-FLIGHT**

REGISTRATION NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	DEDUCTIBLE: NOT IN MOTION	IN-MOTION INGESTION MOORED
Per Schedule	Per Schedule	Per Schedule	Per Schedule	NIL	NIL

AIRCRAFT LIABILITY COVERAGE

POLICY NO.: 1000233406-09

WITH RESPECT TO: ALL SCHEDULED AIRCRAFT

LIABILITY COVERAGES	LIMITS OF LIABILITY EACH PERSON	EACH **OCCURRENCE**
Bodily Injury Excluding **Passengers**	$ XXXX	$ XXXX
Property Damage	$ XXXX	$ XXXX
Passenger Bodily Injury	$ XXXX	$ XXXX
Single Limit Including **Passengers**,	$ XXXX	$ 50,000,000
With **Passenger** Liability Limited To	$ XXXX	$ XXXX

AVIATION COMMERCIAL GENERAL LIABILITY COVERAGE

POLICY NO: 1000233406-09

LIABILITY COVERAGES:	LIMITS OF LIABILITY			
General Aggregate Limit	$ XXXX			
Each Occurrence Limit	$ 200,000,000			
Products/Completed Operations Aggregate Limit	$ 200,000,000			
Personal & Advertising Injury Aggregate Limit	$ 25,000,000			
Premises Medical Payments (any one person)	$ 50,000			
Damage to Premises Rented to You (any one fire)	$ 2,000,000			
Hangarkeepers Liability	$ 200,000,000	each **aircraft**	$ 200,000,000	each **loss**
Hangarkeepers Deductible	$ NIL	each **aircraft**		

OTHER COVERAGES/CONDITIONS/REMARKS:

AS RESPECTS EVIDENCE OF COVERAGE ONLY

ANY INSURANCE EVIDENCED HEREIN THAT IS EXTENDED BEYOND COVERAGE PROVIDED TO THE NAMED INSURED SHALL NOT APPLY TO, AND NO PERSON OR ORGANIZATION TO WHOM SUCH EXTENDED COVERAGE APPLIES SHALL BE INSURED FOR BODILY INJURY OR PROPERTY DAMAGE WHICH ARISES FROM THE DESIGN, MANUFACTURE, MODIFICATION, REPAIR, SALE, OR SERVICING OF THE AIRCRAFT, AIRCRAFT PARTS, OR ANY OTHER PRODUCT BY THAT PERSON OR ORGANIZATION.
THIS CERTIFICATE DOES NOT CHANGE IN ANY WAY THE ACTUAL COVERAGES PROVIDED BY THE POLICY(IES) SPECIFIED ABOVE.

CERTIFICATE NO.: 207

ISSUE DATE: 6/30/2025

BY: _____

CIVIL AIRCRAFT CERTIFICATE OF INSURANCE

(To be completed only by the insurer or an authorized representative.)
Please read Privacy Act Statement and Instructions on back before completing.

1. TODAY'S DATE: *(YYYYMMDD)* 20250630

OMB No. 0701-0050
Exp: 20231231

The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-informationcollections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION. SEND COMPLETED FORM TO THE APPROPIATE ADDRESS ON BACK.

2. INSURER	**3. INSURED** *(User)*
a. NAME STARR INDEMNITY & LIABILITY COMPANY	a. NAME County of San Diego
b. ADDRESS *(Street, City, State and ZIP Code)* 3353 PEACHTREE ROAD NE ATLANTA, GA 30326	b. ADDRESS *(Street, City, State and ZIP Code)* 5590 Overland Ave San Diego, CA 92123

4. AIRCRAFT POLICY DATA

POLICY NUMBER(S) a.	EFFECTIVE DATE *(YYYYMMDD)* b.	EXPIRATION DATE *(YYYYMMDD)* c.	GEOGRAPHICAL AREA OR LIMIT OF POLICY COVERAGE d.	AIRCRAFT REGISTRATION NUMBER(S) e.
1000233406-09	2025/06/30	2026/06/30	WORLDWIDE with exceptions per endorsement LSW617H	See Below

5. AIRCRAFT LIABILITY COVERAGE

AMOUNT OF INSURANCE FOR *(Must be stated in U.S. Dollars)*		BODILY INJURY a.	PROPERTY DAMAGE b.	PASSENGER c.
	(1) EACH PERSON			
	(2) EACH ACCIDENT			

6. SINGLE LIMIT *(If the aircraft are insured with a single limit of liability, the amount of the single limit must be equal to or greater than the combined amount of bodily injury, property damage, and passenger liability specified in applicable military regulations listed in NOTE 1 on back.) (Must be stated in U.S. Dollars.)*

$ 50,000,000 COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE LIABILITY EACH OCCURRENCE INCLUDING PASSENGER LIABILITY

7. EXCESS LIABILITY *(If the aircraft are insured by a combination of primary and excess policies, the combined amounts of bodily injury, property damage and passenger liability, respectively must be equal to or greater than those specified in applicable military regulations listed in NOTE 1 on reverse.) (Note: When this entry is completed, include primary policy numbers or amounts over which the excess applies. Show whether excess applies to bodily injury, property damage, or passenger liability.) (Must be stated in U.S. Dollars.)*

8. PROVISIONS OF ADMENDMENTS OR ENDORSEMENTS OF LISTED POLICY(IES)

a. The insurer waves any right of subrogation the insurer may have against the United States by reason of any payment under the policy(ies) for damage or injury which might arise out of or in connection with the insured use of any military installation or facility.

b. The insurance afforded by the policy(ies) encompasses the liability assumed by the insured under DD Form 2402, Hold Harmless Agreement, which is incorporated herein by reference.

c. If the insurer cancels or reduces the amount of insurance afforded under the listed policy(ies), the insurer shall send written notice of the cancellations or reduction to the applicable address listed in NOTE 2 on reverse, by registered mail at least thirty days in advance of the effective date of cancellation; the policy must state that any cancellation or reduction will not be effective until at least thirty days after such notice is sent, regardless of the effective date specified therein.

d. If the insured requests cancellation or reduction, the insurer shall notify the applicable addressee listed in NOTE 2 on reverse immediately upon receipt of such request.

9. CERTIFICATION *(To be completed by Authorized Insurance Official)*
I certify that insurance is in effect as stated in this certificate and that I have authorization to issue this certificate for and on behalf of the insurer. This certificate is valid until the expiration date(s) shown in item 4 unless canceled or superseded in writing, in accordance with items 8c and d.

a. TYPED NAME OF INSURER'S AUTHORIZED REPRESENTATIVE	**b. SIGNATURE** *(Blue Ink)*
ANDREW PURDIN, STARR AVIATION AGENCY, INC.	
c. TITLE SENIOR UNDERWRITER	**d. TELEPHONE NUMBER** *(Include Area Code)* 805-576-2203

PRIVACY ACT STATEMENT

AUTHORITY: 49 U.S.Code, Section 44502(d)

PRINCIPAL PURPOSE(S): Provides an insurance company's certification of current third party insurance liability for an individual or corporation that operates civil aircraft at military aviation facilities.

ROUTINE USE(S): None. For Internal Use Only.

DISCLOSURES: Voluntary; however, failure to provide this information will result in an individual or corporation being unable to operate civil aircraft info military aviation facilities.

INSTRUCTIONS FOR COMPLETION OF DD FORM 2400

This form is to be completed only by the insurer or authorized representative.

1. Complete all applicable items. Continue below if additional space is required. Refer to item number(s).

2. Sign original of this form and send an e-mail copy to each approving authority. This form must be signed with original signatures. Signature stamps, camera copied signatures, or any type facsimile signatures are unacceptable.

3. This form is available at https://www.esd.whs.mil/Directives/forms/dd2000_2499/

4. All items are self-explanatory except:

Item 4d - List the geographical area or geographical limits within which the policy(ies) apply.

Item 4e - The statement "All aircraft owned or operated by the insured," is acceptable and preferred.

ARMY

COMMANDER, USAASA, ATTN: DAMO-AVA
BLDG 1466, 9325 GUNSTON RD, SUITE N319
FT BELVOIR, VA 22060-5582
(703) 806-0687
usarmy.belvoir.hqda-dcs-g-3-5-7.list.usaasaops@mail.mil

AIR FORCE

HQ USAF/A3OJ
112 LUKE AVENUE, SUITE 340
JBAB, DC 20032-6400
(202) 404-7886
CALP@us.af.mil

NAVY

COMMANDER, NAVY INSTALLATIONS COMMAND
WASHINGTON NAVY YARD
716 SICARD ST SE
WASHINGTON, DC 20374
(202) 433-0120
CALP.HQ@navy.mil
CNIC Program Guidance can be viewed at:
https://www.cnic.navy.mil/om/calp.html

MARINES

COMMANDER, MARINE CORPS INSTALLATIONS COMMAND
3000 MARINE, CORPS PENTAGON RM 2D153A
WASHINGTON, DC 20350-3000
(703) 695-0105
mcicom_calp@usmc.mil

IF ADDITIONAL SPACE IS REQUIRED, CONTINUE HERE *(Refer to item number)*

STARR INDEMNITY & LIABILITY INSURANCE COMPANY THROUGH STARR AVIATION AGENCY, INC.

N107BZ, N449RC, N549RL, N319MW, N709WG, N313DP, N670PC, N989RL

COSD CLERK OF THE BOARD
2025 JUL 9 PM 1:46

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

July 1, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE SAN DIEGO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is a revenue agreement with the San Diego County Employees' Retirement Association and the County of San Diego, Sheriff's Office, for law enforcement security services for SDCERA Monthly Meetings, on July 17, 2025 to June 30, 2026.

The value of this contract will not exceed $9,411.00 The exact amount will be determined by the amount of cost for actual usage.

Please execute and email a copy and return two (2) copies of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Christy Moreno
Christy.Moreno@sdsheriff.org
Mail Stop: O-41

If you have any questions regarding this request, please contact Christy Moreno, Admin Analyst at (858) 314-9615

Kathleen A Flanagan
for
Andrew Strong,
Deputy Chief Administrative Officer

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 7/1/25 Department: SHERIFF

Contract Begin Date: 7/17/25 End Date: 6/30/26 Grant: NO

*Oracle Award #: 507395 Org #: 39447 Amount: $9,411.00

Contact Person: Christy Moreno Phone #: (858) 314-9615

Contracting Agency/Grantor: San Diego County Retirement Assoc

Description: Law Enforcement Security Services for the SDCERA's Monthly Meetings

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☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Molina, Rina Digitally signed by Molina, Rina Date: 2025.07.01 09:49:30 -07'00' Date:

Approved By:

Group Finance Director: Karina Galvan Date: 7/1/25

County Counsel: Mark Day Date: 7/2/25

Chief Administrative Officer: Kathleen Lang for Andrew Strang Date: 7/1/25

Office of Financial Planning: [signature] Date: 7/8/2025

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* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 26-02

San Diego County
SHERIFF'S OFFICE
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Christy Moreno, (858) 314-9615	MSB - Contracts	July 1, 2025

Subject:

Reimbursable Services Agreement - San Diego County Employees' Retirement Association, SDCERA Monthly Meetings on July 17, 2025 - June 30, 2026 - $9,411.00

To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Sheriff's Contract Manager RM	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group KG	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety Group AS for	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
4. Mark Day, Sr. Deputy County Counsel M.D.	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
5. Toroshinia Kennedy, Office of Financial Planning TK	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
6. Andrew Potter, Clerk of the Board AP	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	✓
7.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
8.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
9.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
10.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

COMMENTS:

Other: Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop O-41

Thank you.

SO 11 (06/24)

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

July 1, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE SAN DIEGO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with the San Diego County Employees' Retirement Association to provide law enforcement security services for the SDCERA Monthly Meetings on July 17, 2025 through June 30, 2026.

The value of this contract will not exceed $9,411.00. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

This contract supports the Board of Supervisor's Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

KELLY A. MARTINEZ, SHERIFF

for *Rina Molina*
Dane Gapuz, Manager
Sheriff's Office, Contracts Division

REIMBURSABLE SERVICES AGREEMENT
AMONG THE SAN DIEGO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION (SDCERA), THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO COUNTY SHERIFF RSA #05

SECURITY SERVICES

THIS AGREEMENT made and entered into this 27th day of June 2025 by and between the San Diego County Employees Retirement Association (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and REQUESTOR jointly intend that REQUESTOR will fund and COUNTY will provide a level of law enforcement services as set forth in this Agreement.

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the security services for SDCERA's monthly retirement meetings.

2. The term of this Agreement shall commence on July 17, 2025, and shall continue in effect through and terminate after June 30 2026.

3. COUNTY Coordinator of this Agreement shall be Sergeant Paul Bonanno, (619) 531-5446.

4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.

5. This Agreement may be amended in writing by mutual consent of the parties hereto.

6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.

7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.

8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.

9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Department at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

10.1. The COUNTY shall fully indemnify and hold harmless the REQUESTOR, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any worker's compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or an contract labor provider retained by the COUNTY, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

The REQUESTOR shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR.

Indemnification related to Acts or Omissions; Negligence.

10.2. **Claims Arising From Sole Acts or Omissions of COUNTY.** The County of San Diego, (COUNTY), hereby agrees to defend and indemnify REQUESTOR and its agents, officers and employees (hereinafter collectively referred to in section 10 as the 'REQUESTOR'), from any claim, action or proceeding against the REQUESTOR arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At their sole discretion, REQUESTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. REQUESTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

10.3. **Claims Arising From Sole Acts or Omissions of REQUESTOR.** REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.

10.4. **Claims Arising From Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own

legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

10.5. **Joint Defense.** Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.

10.6. **Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

11. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To REQUESTOR:

San Diego County Employees Retirement Association
2275 Rio Bonito Way, Suite 100
San Diego, CA 92108-1685
POC: Mike Clayton, Retirement Analyst
(619) 515-6808
mclayton@sdcera.org

To SHERIFF:
Sheriff Contracts Division
County of San Diego
P. O. Box 939062
San Diego, CA 92193-9062

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

12. This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days notice in writing

to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.

14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the day and year first written above.

SAN DIEGO COUNTY
SHERIFF'S DEPARTMENT

Rina Molina — Principal Accountant
Signature — Title/Rank

Rina Molina
Print Name

SAN DIEGO COUNTY EMPLOYEES
RETIREMENT ASSOCIATION

CEO
Signature — Title/Rank

Tracy Sandoval
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

Mark Day
Signature- Senior Deputy County Counsel

Mark Day
Print Name

COUNTY OF SAN DIEGO

Signature- Clerk of the Board

Andrew Potter
Print Name

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 7/9/25
Deputy Clerk of the Board Supervisors

Do not sign this contract at the station level. Please forward three originals to the Contracts Division (O-41) for signature on behalf of the County.

3 Signed Originals
DISTRIBUTION:
1 – Requestor
1 – Station/Facility/Division File
1 – Contracts Division

Approved as to form:

for 6/27/2025
Brant C. Will
SDCERA Chief Legal Officer

EXHIBIT A

COST ESTIMATE

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST *WITH OVERHEAD*	TOTAL
Security Service (LE Deputy) 5hrs per meeting	1	60.0		$ 156.85	$ 9,411.00
12 Meeting Scheduled for FY25-26					$ -
Schedule Attached (pg 6)					$ -
					$ -
					$ -
					$ -
				Sub-Total	$ 9,411.00
				TOTAL	$ 9,411.00
Vehicle Minimum or Mileage					$ -
Motorcycle Mileage					$ -
				TOTAL	$ -
Other Expenses: *(List)*					
					$ -
					$ -
				TOTAL	$ -
				TOTAL ESTIMATED COSTS	$ 9,411.00

Contact the Sheriff's Department Contracts Management Unit at (858) 974-2236 for assistance.