

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF RIVERSIDE
AND CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS
FOR THE PROVISION OF CERTIFIED UNIFIED PROGRAM AGENCIES (CUPA)
INSPECTIONS**

This Professional Services Contract (“Contract”) is made and entered into this ____ day of _____, 2019 (“Effective Date”), between the City of Riverside, a California charter city and municipal corporation, by and through its Fire Department (“City”), and the California Association of Environmental Health Administrators (CAEHA), a California nonprofit corporation (“Contractor”). City and Contractor shall hereafter collectively be referred to as the “Parties”.

- 1. Services to be Performed:** Contractor shall provide City with temporary staff for Certified Unified Program Agencies (CUPA) inspections as more specifically detailed in “Attachment “A”. All temporary staff members shall comply with the terms set forth herein and must be approved by City prior to commencing services.
- 2. Term:** This Contract shall begin November 5, 2019, and terminate November 5, 2020, or when the maximum Compensation is paid in accordance with Paragraph 3, or is otherwise terminated in accordance with the terms and provisions contained herein, whichever occurs first. This Agreement may be extended for one (1) additional period of one (1) year upon mutual written agreement of the Parties.
- 3. Compensation:** City shall compensate Contractor at an hourly rate of \$77.80 each temporary staff member provided. City shall determine work schedules for each temporary staff member on an as-needed basis. City shall provide notice of work schedules to Contractor at the earliest opportunity. Any staff extensions, change in staff, or change in hourly rates shall be approved by City. Initial Compensation under this Contract shall be for the amount up to One Hundred Thousand Dollars (\$100,000.00). Compensation shall be paid in accordance with Paragraph 4. Upon exhaustion of the Initial Compensation, the Compensation may be increased for an amount up to an additional One Hundred Thousand Dollars (\$100,000.00) (for Total Compensation not to exceed Two Hundred Thousand Dollars (\$200,000.00)) upon mutual written agreement of the Parties and subject to availability of City funds.
- 4. Method of Payment:** Bi-Monthly for pay period 1-15th and 16-31, Contractor shall provide City with an invoice for the services provided in the preceding month. Upon receipt of the invoice, City shall process payment to Contractor as provided for by City’s established policies and procedures, and payment will be issued accordingly for undisputed invoices. Contractor shall provide City a completed IRS form W-9 before payments will be issued from City.

A. Invoices shall:

- 1) Be prepared on Contractor’s letterhead.
- 2) Bear Contractor’s name as shown on the contract.
- 3) Bear the contract number.

- 4) Itemize the costs incurred.
 - 5) Include a summary of the services provided.
- 5. Professional Ability of Contractor and Standards of Performance:** Contractor represents that each personnel provided through this agreement is qualified and licensed to perform the services to be done as required in this Contract. City relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.
- A. Services shall be provided by Contractor without the advice, control or supervision of City. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
 - B. Acceptance of work or payment of invoice by City does not operate to release Contractor from any responsibility to perform work to professional standards.
 - C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.
- 6. Live Scan Clearance Required:** Each temporary staff member provided by Contractor shall complete and submit to City the "Request for Live Scan Service" Form and "Live Scan Questionnaire" attached hereto as "**Attachment B**". Temporary staff members provided by Contractor shall be required to submit to a criminal background investigation by providing City a complete set of fingerprints for analysis by the Department of Justice. No staff member shall commence work for City until the City has received clearance for said staff member from the Department of Justice. City shall bear the cost(s), if any, of all Live Scan service(s) required by this Contract.
- 7. Non-CalPERS Retired Annuitants:** Each temporary staff member provided by Contractor shall not be a CalPERS retired annuitant. Temporary staff members shall complete and submit to City the "Temporary Agency Employee – CalPERS Enrollment Form" attached here to as "**Attachment C**". No staff member shall commence work for City until he or she submits this form to City and the City's Human Resources Department determines that the staff member is not a CalPERS retired annuitant.
- 8. Temporary Staff Member Hours Restriction:** Under no circumstance shall a temporary staff member provided by Contractor work more than nine hundred ninety nine (999) hours during a fiscal year (i.e. July through June 30 of the following year). City reserves the right to refuse any temporary staff member who has reached the foregoing fiscal year hours limit, or limit any temporary staff member's hours accordingly.
- 9. Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

- A.** Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.
 - B.** Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by City's attorney or other designated representative of City. Copies of such documents shall be provided to City for inspection at the office of the requesting City officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.
 - C.** Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, City may, on written request, require that custody of the records be given to City and that the records and documents be maintained by City at the City Manager's office. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.
- 10. Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.
- 11. Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:
- A. Workers' Compensation Coverage:** To the extent that Contractor has any employees, Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change.
 - B. Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice coverage. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.
 - C. Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish City with copies of its insurance policies affecting coverage required by this Contract.

- 12. Performance Standards:** Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.
- 13. Licenses:** Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession. City shall reimburse Contractor for all actual costs of obtaining City of Riverside business license(s) required by this Contract.
- 14. Independent Contractor:** In the performance of this Contract, Contractor and its employees, subcontractors, and agents, including but not limited to temporary staff members provided by Contractor, shall act in an independent capacity as independent contractors, and not as officers or employees of City. Contractor acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide worker's compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors, and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.
- 15. Controlling Law Venue:** This Contract is made in the County of Riverside, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Riverside.
- 16. Written Notification:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:

City of Riverside/Fire Prevention
Attn: Jennifer McDowell, Fire Marshal
Division Chief
3900 Main Street 3rd Floor
Riverside, CA 92522
951-826-5737
JMcdowell@riversideca.gov

If to Contractor:

CAEHA
Attention: Sheryl Baldwin, Contract Manager
P.O. Box 2017
Cameron Park, CA 95682-2017

- 17. Entire Contract:** This Contract constitutes the complete and exclusive statement of contract between City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.
- 18. Amendments:** This Contract may be modified or amended only by a written document executed by both Contractor and City and approved by both parties.
- 19. Waiver:** No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.
- 20. Execution:** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.
- 21. Assignment & Subcontracting:** The parties recognize that a substantial inducement to City for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of City. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of City who the City approves for temporary staffing. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the staff. Nothing in this Contract shall create any contractual relationship between City and staff.
- 22. Termination:** This Contract may be terminated for the following reasons:
 - A.** Immediately for cause if either party violates any of the terms or provisions of this Contract; or
 - B.** By either party without cause upon fifteen (15) days written notice of termination.
- 23. Partial Invalidity:** If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.
- 24. Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:
 - A.** Attachment "A" Scope of Work
 - B.** Attachment "B" Request for Live Scan Service Form, and Live Scan Questionnaire
 - C.** Attachment "C" Temporary Agency Employee – CalPERS Enrollment Form

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date and year first written above.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

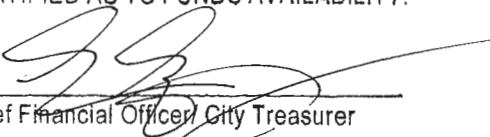
ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: Elliot Min
Elliot Min
Deputy City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
Chief Financial Officer/City Treasurer

CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS, a California nonprofit corporation

Lawrence D. Fay Jr.
Signature

Lawrence D. Fay Jr.
Printed Name

CAEHA President
Company Title

Nelson Kerr
Signature

NELSON KERR
Printed Name

CAEHA SECRETARY/TREASURER
Company Title

SCOPE OF WORK

Attachment "A"

- Qualified Part-time or Full-time CUPA Inspectors to perform BEP and APSA inspections in the field.
- Maintain and provide current HAZWOPER 8-hour Refresher course as it is required to perform listed inspections.
- Work 8-hour shifts, from 0730 — 4:00 pm, during the dates specified on the contract with a 30 minute lunch; City shall provide advance notice of modified work schedules as necessary.
- Check into Fire Prevention at 0730 and meet with Deputy Fire Marshal Lisa Munoz at each shift. Her cell number is 951-315-3427 or FM Chief McDowell 951-602-0812.
- Maintain issued daily log of work assignments and hours.
- Review all paperwork issued prior to going out on site for inspections.
- Use all issued documents necessary when performing inspections.
- Deliver City of Riverside Administrative Citations to businesses if necessary/requested.
- Assist business owners/managers with CERS entries when necessary/requested.
- Return back to the office daily to debrief appropriate staff members and drop off all necessary paperwork.
- A fuel fob will be provided to fuel up your vehicle and must be kept in the rental car daily.
- Each inspector will use personal cell phone when out in field.
- Employee will be provided an access card to enter City Hall parking structure when leaving on inspections or returning from inspections and will also use the card to access City Hall during normal operating hours.

NOTE: You must park your personal vehicle at 3851 Orange Street - 92501 parking structure upon arrival and walk over to City Hall to check in with DFM daily.

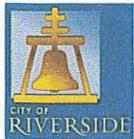
Attire: Safety shoes, navy blue pants and navy blue polo shirt. We will try to outfit you with one of our polo shirts if you are a large or X-large.

REQUEST FOR LIVE SCAN SERVICE

Attachment "B-1"

LIVE SCAN QUESTIONNAIRE

Attachment "B-2"



LIVE SCAN QUESTIONNAIRE

Candidate Name: _____

This questionnaire is required for all appointments, promotions, continuous class promotions, temporary appointments, volunteer/intern assignments, reinstatements and recalls to ensure that the City of Riverside has gathered all information that is collected on the current employment application. Please complete this questionnaire prior to the Live Scan process. We are unable to process your fingerprints until this form is complete.

ATTENTION: There is no time limit as to how long a conviction remains on a person's record. ALL convictions will be revealed regardless of the amount of time that has passed. Please list every conviction, including DUIs; exclude marijuana offenses as noted in question 1 below.

1. Have you been convicted of a crime?

- Yes
- No

If Yes: State the date of conviction, the county and state where the conviction occurred, and the nature of the offense. **The existence of a criminal record does not constitute an automatic bar to employment.**
(RMC 2.36.035)

Omit (do not list) convictions more than two years old for marijuana-related violations of California Health & Safety Code Sections 11357(b), 11357(c), 11360(b), 11364, 11365, or 11550.

2. Are you currently out on bail or on your own recognizance pending trial on criminal charges?

- Yes
- No

If Yes: List the county and state where the pending case occurred, and the nature of the charges.

3. Have you ever resided outside California?

- Yes
- No

If Yes: List the dates and location (city, state).

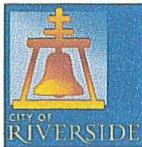
I hereby certify that all statements made on this document are true and complete to the best of my knowledge. I understand that any false statements, omissions and/or incomplete responses may lead to disqualification and/or disciplinary action, up to and including dismissal.

Candidate's Signature

Date

TEMPORARY AGENCY EMPLOYEE – CALPERS ENROLLMENT FORM

Attachment "C"



City of Arts & Innovation

City of Riverside

Human Resources Department

Temporary Agency Employee – CalPERS Enrollment Form

Employees hired through a Temporary Agency may be required to be enrolled in the CalPERS system if any of the following criteria is met: 1) Employee attained prior CalPERS membership through a previous CalPERS employer; 2) Employee is a CalPERS Retired Annuitant receiving retirement benefits; or 3) In the course of employment with the City of Riverside, the employee works a total of 1000 hours in a Fiscal Year (July 1 – June 30). Membership eligibility and enrollment will be processed by the City of Riverside, please return completed form to the Human Resources Department. You must also complete the CalPERS Reciprocity form enclosed and return both forms. Please visit the CalPERS website for more details: www.calpers.ca.gov or contact HR at 951-826-5639.

All Temp Agency Employees must complete this section to determine CalPERS eligibility

1. In your temporary assignment with the City of Riverside, have you worked 1000 hours in the fiscal year? (Yes/No) _____ If yes, provide date when the 1000 hours were reached _____
2. Are You a CalPERS Retiree (Yes/No): _____ If yes, provide retirement date: _____
3. Have you ever been a member of CalPERS through a previous employer? (Yes/No) _____ If yes, indicate agency and dates of employment): _____

Last Name: _____ First Name: _____ MI: _____

Original Hire Date (thru Temp Agency): _____

Name of Temporary Agency: _____

Employee Signature: _____ Date: _____

Social Security Number: _____ Date of Birth: _____ Gender: _____

Address: _____ City: _____ Zip Code: _____

To be completed by the Human Resources Department

CalPERS Enrollment Eligibility Date: _____

Eligibility verified by (HR Staff Name/Title): _____

HR Staff Signature: _____ Date: _____

Note: If employee worked over 1000 hours in a FY, must request payroll records from Temporary Agency to support it.



California Public Employees' Retirement System
P.O. Box 942709 Sacramento, CA 94229-2709
888 CalPERS (or 888-225-7377)
TTY: (877) 249-7442 | Fax: (916) 795-4166
www.calpers.ca.gov

Employer Account Management Division

Dear Member,

The California Public Employees' Retirement System (CalPERS) requires all members hired after January 1, 2013 complete the ***Reciprocal Self-Certification Form (PERS-EAMD-801)*** to provide essential information that will be used by your employer to enroll you in CalPERS membership.

This form obtains information regarding your membership in other qualifying public retirement systems and *must be returned to your employer within 10 business days of receipt*. Use the instructions provided on the back of the form and reference the List of Qualifying Public Retirement Systems for assistance. Information regarding your membership in a defined benefit plan for any of the listed qualifying public retirement system must be provided. **However, information related to CalPERS membership should not be included when completing this form, as this data is already stored in the CalPERS system.**

It is your responsibility to ensure the accuracy and completeness of the information you provide. Inaccurate information may result in adjustments to your account which could lead to adverse impacts such as incurring financial obligations that you and your employer will be responsible to fulfill.

For more information regarding the ***Reciprocal Self-Certification Form***, please visit our website at www.calpers.ca.gov.

Please note: The completion of the ***Reciprocal Self-Certification Form*** does not establish reciprocity, nor is it a request to establish reciprocity. To request that reciprocity be established, download the **When You Change Retirement Systems (PUB 16)** publication to obtain the **Confirmation of Intent to Establish Reciprocity When Changing Retirement Systems (PERS-CASD-255)** form. This publication is available at www.calpers.ca.gov.

Sincerely,

Membership Services

Enclosures: List of Qualifying Public Retirement Systems in California, ***Reciprocal Self-Certification Form***, and Directions for Completing Reciprocal Self-Certification Form

List of Qualifying Public Retirement Systems in California

Name of Public Retirement System	Qualifications:
Alameda County Employees' Retirement Association^	
City and County of San Francisco Employees' Retirement System*	
City of Concord Retirement System*	
City of Costa Mesa Public Retirement System*	Safety only
City of Fresno Retirement System	
City of Pasadena Fire and Police Retirement System	Fire and police only
City of San Clemente*	Non-safety (miscellaneous) only
Contra Costa County Employees' Retirement Association^	
Contra Costa Water District	
East Bay Municipal Utility District	
East Bay Regional Park District	Safety only
Fresno County Employees' Retirement Association^	
Imperial County Employees' Retirement Association^	
Judges Retirement System II	
Kern County Employees' Retirement System^	
Legislators' Retirement System	
Los Angeles City Employees' Retirement System	Non-safety (miscellaneous) only; L.A. Fire and Police Pension System and L.A. Water and Power Employees' Retirement System not eligible
Los Angeles County Employees' Retirement Association^	
Los Angeles County Metropolitan Transportation Authority	Non-contract Employees' Retirement Income Plan, formerly Southern California Rapid Transit District
Marin County Employees' Retirement Association^	
Mendocino County Employees' Retirement Association^	
Merced County Employees' Retirement Association^	
Oakland Municipal Employees' Retirement System (City of Oakland)	Non-safety (miscellaneous) only
Orange County Employees' Retirement System^	
Sacramento City Employees' Retirement System*	
Sacramento County Employees' Retirement System^	Defined benefit plan only; cash balance plans not eligible
San Bernardino County Retirement Association^	
San Diego City Employees' Retirement System	Defined benefit plan only; cash balance plans not eligible
San Diego County Employees' Retirement Association^	
San Joaquin County Employees' Retirement Association^	
San Jose Federated City Employees' Retirement System	
San Luis Obispo County Pension Trust	
San Mateo County Employees' Retirement Association^	
Santa Barbara County Employees' Retirement System^	
Sonoma County Employees' Retirement Association^	
Stanislaus County Employees' Retirement Association^	
State Teachers' Retirement System	Defined benefit plan only; cash balance plans not eligible
Tulare County Employees' Retirement Association^	
University of California Retirement Program	Defined benefit plan only; cash balance plans not eligible
Ventura County Employees' Retirement Association^	

*=Also CalPERS-covered agency

^=1937 Act Counties



California Public Employees' Retirement System
P.O. Box 942709 Sacramento, CA 94229-2709
888 CalPERS (or 888-225-7377)
TTY: (877) 249-7442 | Fax: (916) 795-4166
www.calpers.ca.gov

Reciprocal Self-Certification Form

Complete the following information and return this form to your personnel office **within 10 business days**. To ensure this form is completed correctly, please reference the enclosed List of Qualifying Public Retirement Systems and instructions.

Section 1. Member Information		
Member Name: (Last)	(First)	(Middle)
Date of Birth:		CalPERS ID:
Membership Status in Qualifying Public Retirement Systems: <input type="checkbox"/> I have not been a member of a qualifying public retirement system in California. (skip to section 3) <input type="checkbox"/> I have membership in a defined benefit plan under a qualifying public retirement system in California other than CalPERS. (complete section 2 with membership information for each qualifying public retirement system)		

Section 2. Qualifying Reciprocal Membership Information			
Name of Most Recent Public Retirement System:	Membership Date: / /	Separation Date*: / /	<input type="checkbox"/> Retired* or <input type="checkbox"/> Refunded* Date: / /
Name of Prior Public Retirement System:	Membership Date: / /	Separation Date*: / /	<input type="checkbox"/> Retired* or <input type="checkbox"/> Refunded* Date: / /
Name of Prior Public Retirement System:	Membership Date: / /	Separation Date*: / /	<input type="checkbox"/> Retired* or <input type="checkbox"/> Refunded* Date: / /

*Please provide dates, if applicable. Not all sections may be applicable for each Public Retirement System.

Section 3. Sign and Certify	
I understand that by accepting employment in a qualified public retirement system, I am subject to the applicable laws and regulations of that system. I also understand that completing this form is not a request to establish reciprocity.	
I hereby certify that the foregoing information has been verified with the qualifying public retirement system as true and correct and any information found to be incorrect may require corrections to my CalPERS account including, but not limited to, my retirement enrollment level and adjustments to my member contributions. CalPERS may make any necessary corrections to my account to ensure I am properly enrolled and eligible to receive the correct retirement benefits.	
Member Signature:	Date:

Section 4. To Be Completed by Employer Only	
Name of CalPERS Agency:	
CalPERS Business Partner ID:	Member's Enrollment Eligibility Date:
Designee of Employer: (print name)	Designees' Title:
Designee Signature:	Date:
The employer must retain this form in the member's file for auditing purposes.	
For more direction regarding how to process the Reciprocal Self-Certification Form, please refer to our employer reference guides.	

Instructions for Completing the Reciprocal Self-Certification Form

Section 1. Member Information	<ul style="list-style-type: none"> • Complete the required fields with your name, date of birth, and CalPERS ID. • Check one of the appropriate boxes to indicate if you have had membership in a defined benefit plan in one of the qualifying public retirement systems named on the enclosed list. <ul style="list-style-type: none"> – If you have not been a member of any of the qualifying public retirement systems, mark the first box and skip to section 3. – If you have membership in a defined benefit plan of any of the qualifying public retirement systems on the enclosed list, mark the second box and continue to section 2. – This form is to obtain information regarding your membership in <u>other</u> qualifying public retirement systems; do not include CalPERS membership on this form.
Section 2. Qualifying Reciprocal Membership Information	<ul style="list-style-type: none"> • In the first column, titled "Name of Public Retirement System," list the name of any qualifying public retirement systems you are a member of a defined benefit plan. <ul style="list-style-type: none"> – If you are a member of multiple qualifying public retirement systems, please provide the name of each system beginning with the most recent in descending order. – Please reference the enclosed List of Qualifying Public Retirement Systems in California. Only systems named on this list should be provided on the Reciprocal Self-Certification Form. • In the second column, titled "Membership Date," list your membership date in the qualifying public retirement system. <ul style="list-style-type: none"> – You must provide a full date, including month, date, and year, which corresponds to each qualifying public retirement system listed. – If you are unsure of your membership date, please contact the qualifying public retirement system to confirm information prior to completing the form. • In the third column, titled "Separation Date," list your separation date from the qualifying public retirement system. <ul style="list-style-type: none"> – This section may not be applicable for all qualifying public retirement systems. If you have not separated from the qualifying public retirement system, leave this field blank. – If you have separated from the qualifying public retirement system, you must provide a full date including month, date, and year. – If you are unsure of your separation date, please contact the qualifying public retirement system to confirm information prior to completing the form. • In the fourth column, titled "Retired or Refunded," indicate if you have retired or refunded from the qualifying public retirement system. <ul style="list-style-type: none"> – This section may not be applicable for all qualifying public retirement systems. If you have not retired or refunded from the qualifying public retirement system, leave this field blank. – If you have retired or refunded from the qualifying public retirement system, mark the appropriate box and provide a full date including month, date, and year. – Retired: You have separated from the qualifying public retirement system and receive a monthly retirement allowance. – Refunded: You have terminated your membership in the qualifying public retirement system by withdrawing your contributions.
Section 3. Sign and Certify	<ul style="list-style-type: none"> • Please read the statement. Then, sign your name and date the document before returning it to your personnel office.

Privacy Notice

The privacy of personal information is of the utmost importance to CalPERS.

The following information is provided to you in compliance with the Information Practices Act of 1977 and the Federal Privacy Act of 1974.

Information Purpose

The information requested is collected pursuant to the Government Code (sections 20000 et seq.) and will be used for administration of Board duties under the Retirement Law, the Social Security Act, and the Public Employees' Medical and Hospital Care Act, as the case may be. Submission of the requested information is mandatory. Failure to comply may result in CalPERS being unable to perform its functions regarding your status.

Please do not include information that is not requested.

Social Security Numbers

Social Security numbers are collected on a mandatory and voluntary basis. If this is CalPERS' first request for disclosure of your Social Security number, then disclosure is mandatory. If your Social Security number has already been provided, disclosure is voluntary. Due to the use of Social Security numbers by other agencies for identification purposes, we may be unable to verify eligibility for benefits without the number.

Social Security numbers are used for the following purposes:

1. Enrollee identification
2. Payroll deduction/state contributions
3. Billing of contracting agencies for employee/employer contributions
4. Reports to CalPERS and other state agencies
5. Coordination of benefits among carriers
6. Resolving member appeals, complaints, or grievances with health plan carriers

Information Disclosure

Portions of this information may be transferred to other state agencies (such as your employer), physicians, and insurance carriers, but only in strict accordance with current statutes regarding confidentiality.

Your Rights

You have the right to review your membership files maintained by the System. For questions about this notice, our Privacy Policy, or your rights, please write to the CalPERS Privacy Officer at 400 Q Street, Sacramento, CA 95811 or call us at 888 CalPERS (or 888-225-7377).