



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, NOVEMBER 28, 2023 – 1:30 PM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, November 28, 2023, in the Loma Linda Fire Department Emergency Operations Center, 25541 Barton Road, Loma Linda, California.

Reports and Documents relating to each agenda item are on file at CONFIRE and are available for public inspection during normal business hours.

The Public Comment portion of the agenda pertains to items NOT on the agenda and is limited to 30 minutes; 3 minutes allotted for each speaker. Pursuant to the Brown Act, no action may be taken by the Administrative Committee at this time; however, the Committee may refer your comments/concerns to staff or request that the item be placed on a future agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact CONFIRE at (909) 356-2302. Notification 48 hours prior to the meeting will enable CONFIRE to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible.

A recess may be called at the discretion of the Administrative Committee.

Liz Berry
1743 Miro Way, Rialto, CA 92376
909-356-2302
lberry@confire.org

CALL TO ORDER

- a. Flag Salute
- b. Roll call/Introductions

PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Administrative Committee. (Limited to 30 minutes; 3 minutes allotted for each speaker)

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require committee member abstentions due to conflict of interests and financial interests. CONFIRE Administrative Committee member abstentions shall be stated under this item for recordation on the appropriate item.

CONSENT ITEMS

The following items are considered routine and non-controversial and will be voted upon at one time by the Administrative Committee. An item may be removed by a Committee Member or member of the public for discussion and appropriate action.

- [1.](#) Approve Administrative Committee Minutes of October 24, 2023
- [2.](#) CONFIRE Operations Statement as of October 31, 2023
- [3.](#) Fund Balance Report as of October 31, 2023
- [4.](#) 2023 YTD Call Summary
- [5.](#) YTD Answering Times
- [6.](#) Billable Incidents
- [7.](#) Call Processing Time Analysis October 2023
- [8.](#) EMD - ECNS Performance Standards - October 2023
- [9.](#) Helpdesk Contractor
- [10.](#) Renew Liaison Contract with Colton FY2024-25

DIRECTOR REPORT

- a. Staffing
- b. EMD
- c. ECNS
- d. Extra-Help

COMMITTEE REPORTS

- a. Support Committee Report/MIS Updates - Blessing Ugbo
- b. Ops Chief Committee Report - Chief Augie Barreda
- c. CAD to CAD - Mike Bell

OLD BUSINESS

NEW BUSINESS

- [11.](#) San Bernardino County Fire Protection District Emergency Ambulance Services Agreement - **ACTION ITEM**
- [12.](#) Chino Valley Independent Fire Protection District Ambulance Agreement - **ACTION ITEM**
- [13.](#) Whitman Enterprises, LLC Independent Contractor Agreement - **ACTION ITEM**
14. Officer Elections - **ACTION ITEM**
Per CONFIRE By-Laws "He/She shall serve a one (1) year term as Chairperson/Vice-Chairperson and shall be elected to that position annually by the members of the Administrative Committee."

ROUND TABLE

CLOSED SESSION

15. The Administrative Committee will meet in closed session to review and update anticipated Litigation - Significant exposure to litigation to Government Code section 4596.9(b): County Ambulance RFP.

ADJOURNMENT

Upcoming Meetings:

Next Regular Meeting: December 19, 2023 at 1:30 p.m.

POSTING:

This is to certify that on November 22, 2023 I posted a copy of the agenda:

- 1743 Miro Way, Rialto, CA
- on the Center’s website which is www.confire.org
- 25541 Barton Rd., Loma Linda, CA

 /s/ Liz Berry

Liz Berry
Administrative Secretary I



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, OCTOBER 24, 2023 – 1:30 PM

LOMA LINDA EOC – 25541 BARTON RD. LOMA LINDA

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Dan Harker/Chair, Loma Linda Fire Department

Chief Rich Sessler/Vice-Chair, Redlands Fire Department

Chief Buddy Peratt, Apple Valley Fire Protection District

Chief Dave Williams, Chino Valley Fire District

Chief Tim McHargue, Colton Fire Department - *Absent*

Chief Mike McCliman, Rancho Cucamonga Fire Department

Chief Brian Park, Rialto Fire Department

Chief Bertral Washington, San Bernardino County Fire-

Chief Willie Racowski, Victorville Fire Department

CALL TO ORDER

- a. Flag Salute
- b. Roll call/Introductions

PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Administrative Committee. (Limited to 30 minutes; 3 minutes allotted for each speaker)

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require committee member abstentions due to conflict of interests and financial interests. CONFIRE Administrative Committee member abstentions shall be stated under this item for recordation on the appropriate item.

No conflicts were announced.

CONSENT ITEMS

The following items are considered routine and non-controversial and will be voted upon at one time by the Administrative Committee. An item may be removed by a Committee Member or member of the public for discussion and appropriate action.

1. Approve Administrative Committee Minutes of September 26, 2023
2. FY2023-24 CONFIRE Operations Statement

3. Fund Balance Report as of September 30, 2023
4. 2023 YTD Call Summary YTD
5. YTD Answering Times
6. Billable Incidents
7. Call Processing Time Analysis September 2023
8. EMD – ECNS Performance Standards – September 2023
9. CAD to CAD agreement

Motion to accept all items on Consent.

Motion by: Chief Brian Park

Second by: Chief Buddy Peratt

Yes - 8

No - 0

Abstain – 0

Absent – 1

- a. Staffing
 - *Call Taker recruitment is ongoing.*
 - *Dispatch Supervisor position will open this weekend.*
 - *Vanessa Meyer has promoted to CAD to CAD Administrator and is now located at Fire Station 204 with the MIS group.*
- b. EMD

CONFIRE is officially out of remediation and hopes to remain that way for years to come. Staffing was the main cause for the change in status.
- c. ECNS

Two additional ECNS Nurses started 10/24, bringing our total to 3. Still looking to add 1 more to the group.
- d. Budget Update

Introduced Quang Leba, Interim Chief Financial Officer. Quang reviewed the CONFIRE planning cycle and asked the Chiefs to forward any requests his way.

In the event CONFIRE is awarded the ambulance contract, we will approach the Board of Directors with a complete budget overhaul.

COMMITTEE REPORTS

- a. Committee Report/MIS Support Updates - Blessing Ugbo
- *Next-Gen Firewall – Phase II (Suspended)*
 - *MIS last scheduled CAD maintenance for 2023 is on Oct. 24*

Robert Skaggs, acting Information Systems Analyst III, gave an overview of the MIS process of recovering files or data, ensuring replication of data and security. The process covers the below situations:

- *File Backup and Recovery*
 - *Backup Replication*
 - *Host Failure*
 - *CAD Failure*
 - *Comm Center Down*
- b. Ops Chief Committee Report – Chief Augie Barreda
Nothing to report.
- c. CAD to CAD – Mike Bell
- *New subscription pricing in place*
 - *Possible UASI implications, checking further*
 - *AMR testing going well*
 - *Riverside County/Murrieta very slow progress*
 - *Murrieta PD may bring Menifee PD on the system*
 - *Ontario still working on new CAD vendor*
 - *Working with CAL Fire BDU to develop server capacity*
 - *IRWIN/IROC integration project in progress*

OLD BUSINESS

NEW BUSINESS

10. Cisco Meraki Advance Security License Renewal – **Action Item**
CONFIRE acquired a 5-year Meraki Advance Security License in 2020 while shearing a tenant with BDC MIS. As BDC's service requirements expanded, they introduced additional Meraki devices within the shared tenant to cater to their increasing needs. This resulted in a reduction of the license's original expiry date from 2025 to June 2023.

In July 2023, CONFIRE and BDC MIS agreed to separate their Meraki tenants, a process that has reached 98% completion, with only BDC HQ remaining on the CONFIRE tenant.

CONFIRE MIS requests \$110,900 to renew its licenses for a 5-year term. CONFIRE plans to seek reimbursement in the amount of \$30,000 for the two years of license consumption.

There will be a fiscal impact, which will require a budget adjustment to the 2023-2024 FY budget. The total cost for the Cisco Meraki license renewal is \$110,900. This amount will be funded through fund 5009, designated for the NICE Vesta Motorola Implementation project to 5008 GL 5200-2115.

Motion to approve the Cisco Meraki Advance Security License Renewal as presented.

Motion by: Chief Brian Park

Second by: Chief Buddy Peratt

Yes - 8

No - 0

Abstain - 0

Absent – 1

11. Petition to represent the Non-Represented CONFIRE Regional Emergency Communication Employees – **DISCUSSION ITEM**

Pursuant to Section 6 of the San Bernardino County Special Districts Ordinance (Ordinance), Teamsters Local 1932 (Teamsters) has filed a petition to represent the non-represented CONFIRE regional emergency communication employees.

Based on a review of the petition, it has been determined that the petition complies with Section (6) of the Ordinance; therefore, an affirmative determination of the petition has been made.

Proposed bargaining units include: CONFIRE Management Unit, CONFIRE Supervisors' Unit, CONFIRE Miscellaneous Unit.

Next step would be negotiations via the County negotiator Leo Gonzales who then works thru Interim Director Nathan Cooke.

12. November and December meeting dates – **DISCUSSION ITEM**

November meeting will be 11/28/23

December meeting will be 12/19/23

ROUND TABLE

CLOSED SESSION

13. The Admin. Committee will meet in closed session to review and update anticipated Litigation – Significant exposure to litigation to Government Code section 4596.9(b): County Ambulance RFP
14. Public Employment pursuant to Government Code Section 54957
Title: Executive Director

The Administrative Committee came out of closed session at 2:53 p.m.

No reportable action taken during closed session.

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Meeting

The meeting adjourned at 2:55 p.m.

Upcoming Meetings:

Next Regular Meeting: November 28, 2023, at 1:30 p.m.

/s/ Liz Berry

Liz Berry

Administrative Secretary I



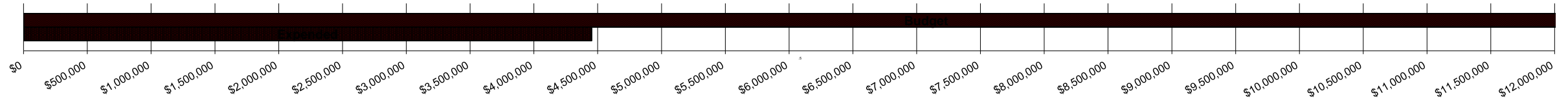
OPERATIONS FUND 5008
Unaudited MONTHLY SUMMARY FY 2023-24

Transactions thru October 31, 2023

Item 2.

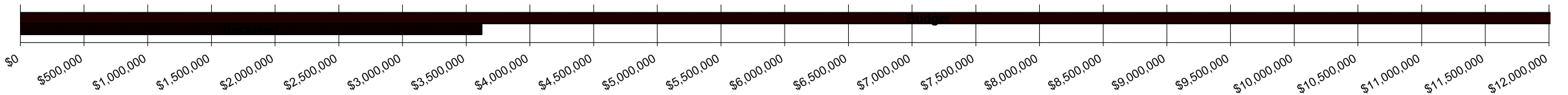
| Expenditures | July | Aug | Sep | Oct | 3 PP Nov | Dec | Jan | Feb | Mar | Apr | May | 3 PP June | Total YTD Expended | 2023/24 Budget | Bud - Exp Difference | % Used |
|---------------------------------|----------------|------------------|----------------|----------------|---------------------|------------|------------|------------|------------|------------|------------|----------------------|-------------------------------|---------------------------|---------------------------------|---------------|
| Salary/Benefits | 603,081 | 499,711 | 578,886 | 653,923 | - | - | - | - | - | - | - | - | 2,335,602 | 9,316,661 | \$6,981,059 | 25.1% |
| Overtime/Call Back | 32,907 | 27,470 | 29,306 | 29,115 | - | - | - | - | - | - | - | - | 118,798 | 46,000 | -\$72,798 | 258.3% |
| Phone/Circuits/Internet | 16,340 | 31,491 | 40,356 | 35,047 | - | - | - | - | - | - | - | - | 123,234 | 450,337 | \$327,103 | 27.4% |
| County IS/Data Services/Counsel | 12,596 | (3,443) | 3,407 | 4,008 | - | - | - | - | - | - | - | - | 16,569 | 61,926 | \$45,357 | 26.8% |
| Radio/Pager, Console Maint | - | 46,538 | 41,673 | 41,701 | - | - | - | - | - | - | - | - | 129,912 | 534,989 | \$405,077 | 24.3% |
| Computer Software | 53,355 | 1,193,865 | 44,997 | 21,357 | - | - | - | - | - | - | - | - | 1,313,574 | 2,379,133 | \$1,065,559 | 55.2% |
| Computer Hardware | - | 96 | 744 | 8,547 | - | - | - | - | - | - | - | - | 9,386 | 15,250 | \$5,864 | 61.5% |
| Office Exp/Copier Lease | 3,126 | 7,624 | 2,338 | 4,347 | - | - | - | - | - | - | - | - | 17,435 | 111,795 | \$94,360 | 15.6% |
| Insurance/Auditing | 128,891 | 12,535 | - | 27,864 | - | - | - | - | - | - | - | - | 169,290 | 169,122 | (\$168) | 100.1% |
| Payroll/HR/Medical Director | 4,917 | 72,091 | 46,583 | 31,657 | - | - | - | - | - | - | - | - | 155,249 | 688,514 | \$533,266 | 22.5% |
| Travel/Training | 3,549 | (1,158) | 3,446 | 684 | - | - | - | - | - | - | - | - | 6,521 | 95,000 | \$88,479 | 6.9% |
| Auto/Structure/Fuel | - | 1,388 | 1,582 | 1,555 | - | - | - | - | - | - | - | - | 4,525 | 59,232 | \$54,707 | 7.6% |
| Other/HDGC Rent/Equip Trans | 15,510 | 8,620 | 14,134 | 14,523 | - | - | - | - | - | - | - | - | 52,787 | 221,035 | \$168,248 | 23.9% |
| Total | 874,271 | 1,896,828 | 807,452 | 874,329 | - | - | - | - | - | - | - | - | 4,452,881 | 14,148,994 | \$9,696,114 | 31.5% |

% Fiscal Year Passed 33.3%



| Revenue | July | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June | Received | Budget | Difference | % Rcvd |
|----------------|---------------|------------------|------------|---------------|------------|------------|------------|------------|------------|------------|------------|-------------|------------------|-------------------|---------------------|---------------|
| Services | - | 3,466,357 | - | - | - | - | - | - | - | - | - | - | 3,466,357 | 14,255,214 | \$10,788,857 | 24% |
| Interest | 37,546 | (37,546) | - | 38,217 | - | - | - | - | - | - | - | - | 38,217 | - | (\$38,217) | |
| Other | - | 103,433 | - | 14,179 | - | - | - | - | - | - | - | - | 117,611 | - | (\$117,611) | |
| Total | 37,546 | 3,532,244 | - | 52,396 | - | - | - | - | - | - | - | - | 3,622,185 | 14,255,214 | \$10,633,029 | 25% |

% Fiscal Year Passed 33.3%





FY 2023-2024
Unaudited Fund Balance Report
as of October 31, 2023

Operations Fund (5008)

| | | | |
|-------------------------------|-------------|-----------|--------------------------------|
| Unaudited Fund Balance 7/1/23 | | \$ | 3,906,214 |
| Revenue | 3,622,185 | | |
| Expenditures | (4,452,881) | | |
| Net | | | (830,696) |
| Net Transfers In/Out | | | - |
| Total Fund Balance | | \$ | <u><u>3,075,518</u></u> |

**FY 2023-24 Operating costs 10% is \$1,425,877 Per Board Policy*

Equipment Reserve Fund (5009)

| | | | |
|-------------------------------|-----------|-----------|--------------------------------|
| Unaudited Fund Balance 7/1/23 | | \$ | 2,329,317 |
| Revenue | 222,438 | | |
| Expenditures | (457,140) | | |
| Net | | | (234,702) |
| Total Fund Balance | | \$ | <u><u>2,094,615</u></u> |

General Reserve Fund (5010)

| | | | |
|-------------------------------|-----------|-----------|--------------------------------|
| Unaudited Fund Balance 7/1/23 | | \$ | 6,450,620 |
| Revenue | 160,338 | | |
| Expenditures | (242,393) | | |
| Grant Funds Due to CAD to CAD | - | | |
| Net | | | (82,055) |
| Total Fund Balance | | | 6,368,565 |
| Net Committed | | | - |
| Available Fund Balance | | \$ | <u><u>6,368,565</u></u> |

**FY 2023-24 Operating costs 25% is \$3,564,692*

Term Benefits Reserve Fund (5011)

| | | | |
|-------------------------------|----------|-----------|--------------------------------|
| Unaudited Fund Balance 7/1/23 | | \$ | 1,854,273 |
| Revenue | 261,500 | | |
| Expenditures | (47,515) | | |
| Net | | | 213,985 |
| Net Transfers In/Out | | | - |
| Total Fund Balance | | \$ | <u><u>2,068,258</u></u> |



**FY 2023-2024
Unaudited Fund Balance Report
as of October 31, 2023**

CAD-to-CAD Project Special Revenue Fund (5019)

| | | | |
|-------------------------------|----------------------|-----------|----------------|
| Unaudited Fund Balance 7/1/23 | | \$ | 315,785 |
| Revenue | 9,182 | | |
| Expenditures | (6,754) | | |
| | Net | | 2,428 |
| | Net Transfers In/Out | | - |
| Total Fund Balance | | \$ | 318,213 |

Emergency Medical Service Division Enterprise Fund (5020)

| | | | |
|-------------------------------|----------------------|-----------|------------------|
| Unaudited Fund Balance 7/1/23 | | \$ | 1,124,165 |
| Revenue | 13,933 | | |
| Expenditures | (17,853) | | |
| | Net | | (3,920) |
| | Net Transfers In/Out | | - |
| Available Fund Balance | | \$ | 1,120,245 |

| | |
|---|---------------------|
| Total Beginning Fund Balance of 07/01/23 : | \$15,980,374 |
| Total Ending Fund Balance of 09/30/23 : | \$15,045,414 |



Call Summary

CONFIRE/Comm Center

1743 W Miro Way
Rialto, CA 92376

County: San Bernardino

Year: 2023

From: 1/1/2023
To: 10/31/2023
Period: Month
Group:
Call Type: All
Abandoned: Include Abandoned
Filters:

CONFIRE

| Date | 911 | 911 Abdn | Total 911 | 911 Abdn Percentage | 10-Digit Emergency Inbound | 10-Digit Emergency Abdn | Total 10-Digit Emergency | Admin Outbound | Admin Inbound | Admin Inbound Abandoned | Total Admin | Total All Calls | Average Call Duration |
|--------------------|---------------|-------------|---------------|---------------------|----------------------------|-------------------------|--------------------------|----------------|---------------|-------------------------|---------------|-----------------|-----------------------|
| Jan-22 | 17428 | 41 | 17469 | 0.23% | 11753 | 374 | 12127 | 14651 | 4522 | 104 | 19277 | 48873 | 101.8 |
| Feb-22 | 16539 | 64 | 16603 | 0.39% | 11441 | 366 | 11807 | 14177 | 4174 | 128 | 18479 | 46889 | 103.4 |
| Mar-23 | 17634 | 59 | 17693 | 0.33% | 12769 | 502 | 13271 | 17310 | 4768 | 99 | 22177 | 53141 | 109.7 |
| Apr-23 | 17536 | 85 | 17621 | 0.48% | 11581 | 365 | 11946 | 15027 | 4848 | 69 | 19938 | 49505 | 113.5 |
| May-23 | 17749 | 65 | 17814 | 0.36% | 12048 | 383 | 12431 | 15682 | 4820 | 89 | 20591 | 50836 | 116.4 |
| Jun-23 | 17504 | 75 | 17579 | 0.43% | 11836 | 373 | 12209 | 15085 | 4837 | 73 | 19995 | 49783 | 111.3 |
| Jul-23 | 20518 | 67 | 20585 | 0.33% | 13603 | 394 | 13997 | 17769 | 5468 | 89 | 23326 | 57908 | 115.9 |
| Aug-23 | 19649 | 55 | 19704 | 0.28% | 13749 | 465 | 14214 | 17491 | 5554 | 114 | 23159 | 57077 | 118.3 |
| Sep-23 | 17406 | 49 | 17455 | 0.28% | 11679 | 401 | 12080 | 14441 | 5027 | 76 | 19544 | 49079 | 119.7 |
| Oct-23 | 18248 | 47 | 18295 | 0.26% | 12339 | 356 | 12695 | 15631 | 5283 | 96 | 21010 | 52000 | 116.9 |
| 2023 Totals | 180211 | 607 | 180818 | 0.34% | 122798 | 3979 | 126777 | 157269 | 49301 | 931 | 207501 | 515096 | 112.9 |
| 2022 Totals | 188233 | 2308 | 190541 | 1.21% | 122548 | 8520 | 131068 | 147422 | 52980 | 1658 | 202060 | 523669 | 109 |



CONFIRE

PSAP Answer Time

CONFIRE/Comm Center
 1743 W Miro Way
 Rialto, CA 92376 County: San Bernardino

Month - Year: 1/1/2023 - 10/31/2023
 Agency Affiliation Fire

From: 1/1/2023
 To: 10/31/2023
 Period Group: Month
 Time Group: 60 Minute
 Time Block: 00:00 - 23:59
 Call Type: 911 Calls

| Call Hour | Answer Times In Seconds | | | | | | | |
|----------------------------|-------------------------|-------|---------|---------|---------|----------|-------|---------|
| | 0 - 10 | 11-15 | 16 - 20 | 21 - 40 | 41 - 60 | 61 - 120 | 120+ | Total |
| January 2023 Total | 16,325 | 465 | 252 | 323 | 71 | 27 | 0 | 17,469 |
| % answer time ≤ 10 seconds | 93.45% | 2.66% | 1.44% | 1.88% | 0.41% | 0.15% | 0.00% | 100.00% |
| % answer time ≤ 15 seconds | 96.11% | | | | | | | |
| % answer time ≤ 40 seconds | 99.44% | | | | | | | |
| February 2023 Total | 15,275 | 504 | 283 | 415 | 77 | 48 | 1 | 16,603 |
| % answer time ≤ 10 seconds | 92.00% | 3.04% | 1.44% | 1.88% | 0.41% | 0.15% | 0.00% | 100.00% |
| % answer time ≤ 15 seconds | 95.04% | | | | | | | |
| % answer time ≤ 40 seconds | 99.24% | | | | | | | |
| March 2023 Total | 15,937 | 672 | 369 | 495 | 160 | 57 | 3 | 17,693 |
| % answer time ≤ 10 seconds | 90.08% | 3.80% | 2.09% | 2.80% | 0.90% | 32.00% | 2.00% | 100.00% |
| % answer time ≤ 15 seconds | 93.87% | | | | | | | |
| % answer time ≤ 40 seconds | 98.76% | | | | | | | |
| April 2023 Total | 16,524 | 487 | 244 | 273 | 62 | 27 | 4 | 17,621 |
| % answer time ≤ 10 seconds | 93.77% | 2.76% | 1.38% | 1.55% | 0.35% | 0.15% | 0.02% | 100.00% |
| % answer time ≤ 15 seconds | 96.54% | | | | | | | |
| % answer time ≤ 40 seconds | 99.47% | | | | | | | |
| May 2023 Total | 16,792 | 455 | 212 | 276 | 55 | 24 | 0 | 17,621 |
| % answer time ≤ 10 seconds | 94.26% | 2.55% | 1.19% | 1.55% | 0.31% | 0.13% | 0.00% | 100.00% |
| % answer time ≤ 15 seconds | 96.82% | | | | | | | |
| % answer time ≤ 40 seconds | 99.56% | | | | | | | |
| June 2023 Total | 16,678 | 398 | 184 | 262 | 46 | 13 | 0 | 17,579 |
| % answer time ≤ 10 seconds | 94.86% | 2.26% | 1.05% | 1.49% | 0.26% | 0.07% | 0.00% | 100.00% |
| % answer time ≤ 15 seconds | 97.13% | | | | | | | |
| % answer time ≤ 40 seconds | 99.66% | | | | | | | |
| July 2023 Total | 19,123 | 602 | 321 | 407 | 99 | 31 | 2 | 20,585 |
| % answer time ≤ 10 seconds | 92.90% | 2.92% | 1.56% | 1.98% | 0.48% | 0.15% | 0.01% | 100.00% |
| % answer time ≤ 15 seconds | 95.82% | | | | | | | |
| % answer time ≤ 40 seconds | 99.36% | | | | | | | |
| August 2023 Total | 18,268 | 553 | 297 | 416 | 125 | 42 | 3 | 19,704 |
| % answer time ≤ 10 seconds | 92.71% | 2.81% | 1.51% | 2.11% | 0.63% | 0.21% | 0.02% | 100.00% |
| % answer time ≤ 15 seconds | 95.52% | | | | | | | |
| % answer time ≤ 40 seconds | 99.14% | | | | | | | |
| September 2023 Total | 16,470 | 411 | 181 | 305 | 62 | 26 | 0 | 17,455 |
| % answer time ≤ 10 seconds | 94.36% | 2.35% | 1.04% | 1.75% | 0.36% | 0.15% | 0.00% | 100.00% |
| % answer time ≤ 15 seconds | 96.71% | | | | | | | |
| % answer time ≤ 40 seconds | 99.50% | | | | | | | |
| October 2023 Total | 17,078 | 524 | 217 | 346 | 81 | 44 | 5 | 18,295 |
| % answer time ≤ 10 seconds | 93.35% | 2.86% | 1.19% | 1.89% | 0.44% | 0.24% | 0.03% | 100.00% |
| % answer time ≤ 15 seconds | 96.21% | | | | | | | |
| % answer time ≤ 40 seconds | 99.29% | | | | | | | |
| Year to Date 2023 Total | 168,468 | 5,071 | 2,560 | 3,524 | 838 | 339 | 18 | 180,818 |
| % answer time ≤ 10 seconds | 93.17% | 2.80% | 1.42% | 1.95% | 0.46% | 0.19% | 0.01% | 100.00% |
| % answer time ≤ 15 seconds | 95.97% | | | | | | | |
| % answer time ≤ 40 seconds | 99.34% | | | | | | | |
| Year to Date 2022 Total | 164,913 | 7,296 | 4,780 | 8,474 | 2,937 | 1,931 | 210 | 190,541 |
| % answer time ≤ 10 seconds | 86.55% | 3.83% | 2.51% | 4.45% | 1.54% | 1.01% | 0.11% | 100.00% |
| % answer time ≤ 15 seconds | 90.38% | | | | | | | |
| % answer time ≤ 40 seconds | 97.33% | | | | | | | |

CONFIRE Billable Incidents

Period: 01/01/2023 thru 10/31/2023

| Jurisdiction | # of Incidents | % of Total |
|-----------------------|----------------|-------------|
| San Bernardino County | 109,255 | 53.47% |
| VictorvilleFD | 19,477 | 9.53% |
| RanchoCucamonga | 14,991 | 7.34% |
| ChinoValleyFD | 10,850 | 5.31% |
| AppleValley | 10,455 | 5.12% |
| Rialto | 9,865 | 4.83% |
| Redlands | 9,784 | 4.79% |
| Colton | 6,137 | 3.00% |
| MontclairFD | 3,915 | 1.92% |
| Loma Linda | 3,589 | 1.76% |
| Big Bear Fire | 2,962 | 1.45% |
| San Manuel FD | 1,639 | 0.80% |
| Baker Ambulance | 595 | 0.29% |
| Running Springs | 546 | 0.27% |
| Road Department | 264 | 0.13% |
| Total | 204,324 | 100% |

| BDC Division | # of Incidents | % of Total |
|--------------|----------------|-------------|
| East Valley | 37,122 | 33.98% |
| Fontana | 17,455 | 15.98% |
| Valley | 15,209 | 13.92% |
| Hesperia | 10,451 | 9.57% |
| South Desert | 10,294 | 9.42% |
| North Desert | 9,825 | 8.99% |
| Mountain | 4,452 | 4.07% |
| Adelanto | 4,293 | 3.93% |
| Hazmat | 154 | 0.14% |
| Total | 109,255 | 100% |

CONFIRE 911 Call Processing Time Analysis

October 2023



October 2023

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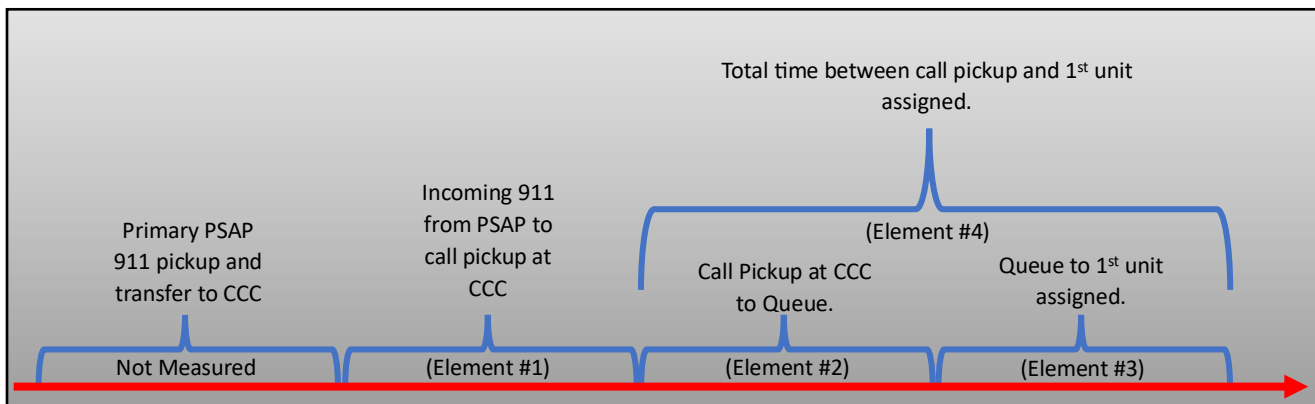
CONFIRE Emergency Call Processing Times.

October 2023

The following analysis covers four key elements of call processing times by CONFIRE Communications Center (CCC):

1. The time interval between the alert of an incoming 911 call from a primary PSAP and when the call is answered by a CCC dispatcher.
2. The time interval between when an emergency 911 call is answered by a CCC dispatcher to the time where it is entered into queue.
3. The time interval between when an emergency 911 call is entered into queue to the time when the first responding unit is alerted and assigned to call.
4. The total time interval between when an emergency 911 call is answered by a CCC dispatcher to the time when the first responding unit is alerted and assigned to the call.

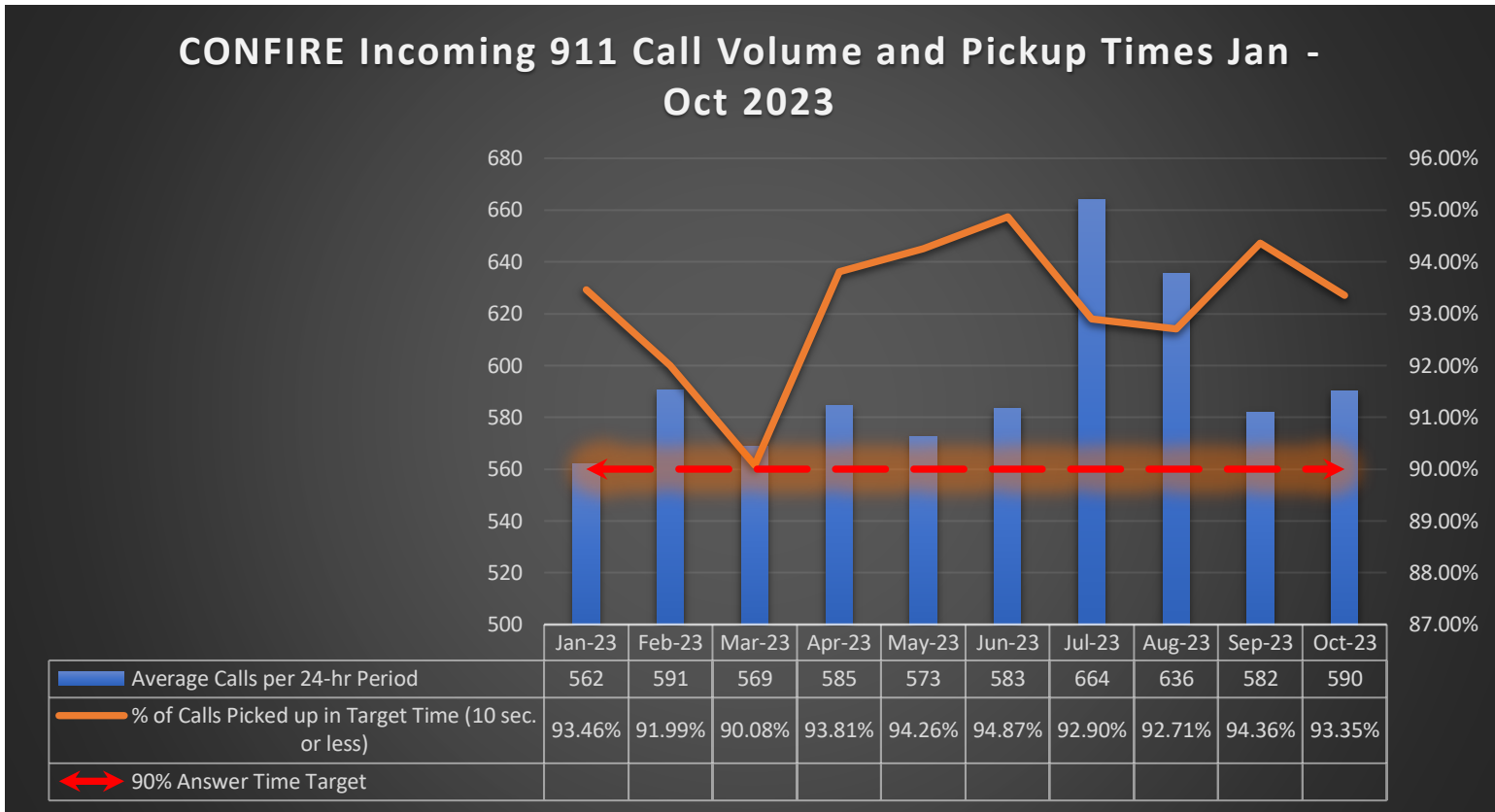
Figure 1: Visual display of elements captured in the analysis of call processing times at CONFIRE communications center.



Call Answering Time from Primary PSAP

CONFIRE receives 911 calls from multiple law enforcement agencies' primary Public Safety Answering Points (PSAPs). As a secondary PSAP, CONFIRE has set a goal of answering incoming 911 calls from primary PSAPs in 10 seconds or less on 90% of the calls. Because the incoming 911 calls are not recorded in CONFIRE's CAD until after the call pickup time, the interval from first ring to call pickup must be measured from another source. CONFIRE uses a reporting software called Emergency Call Tracking System (ECaTS) to capture this data and uses it to measure performance benchmarks and quality control. This data was used to illustrate the call volumes and 911 answering times shown in Figure 2.

Figure 2: CONFIRE PSAP 911 Call Pickup Times for Primary PSAP Transfers per ECaTS Reporting System.



Emergency Call Processing

Once the call is answered by CCC dispatchers, all call activity is captured in CONFIRE’s CAD server. The following tables illustrate multiple elements of the call processing continuum in terms of call volume and call processing times for various call types. For the purposes of this analysis, only calls that meet the definition of “emergency” per NFPA 1221 and CONFIRE Administrative Chiefs’ directive are included in the calculations. Because of the nuances of both Fire and EMS related call types, the following sections analyze the call processing elements separately.

EMS Call Processing

EMS Calls include all CAD problem codes that reference a medical emergency, trauma, or traffic collisions.

Figure 3: EMS Call Pickup to First Unit Assigned. Includes all Emergency Call Types, and Calls With and Without Determinant Codes.

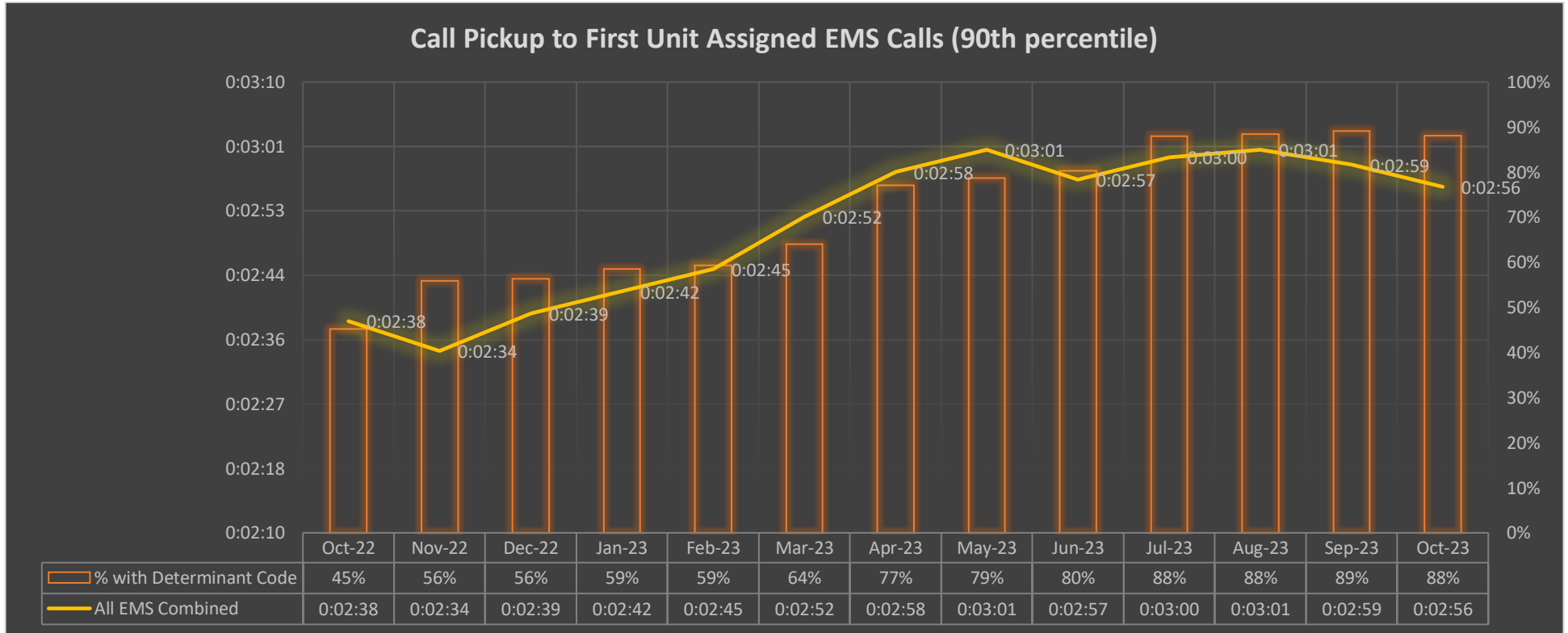


Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

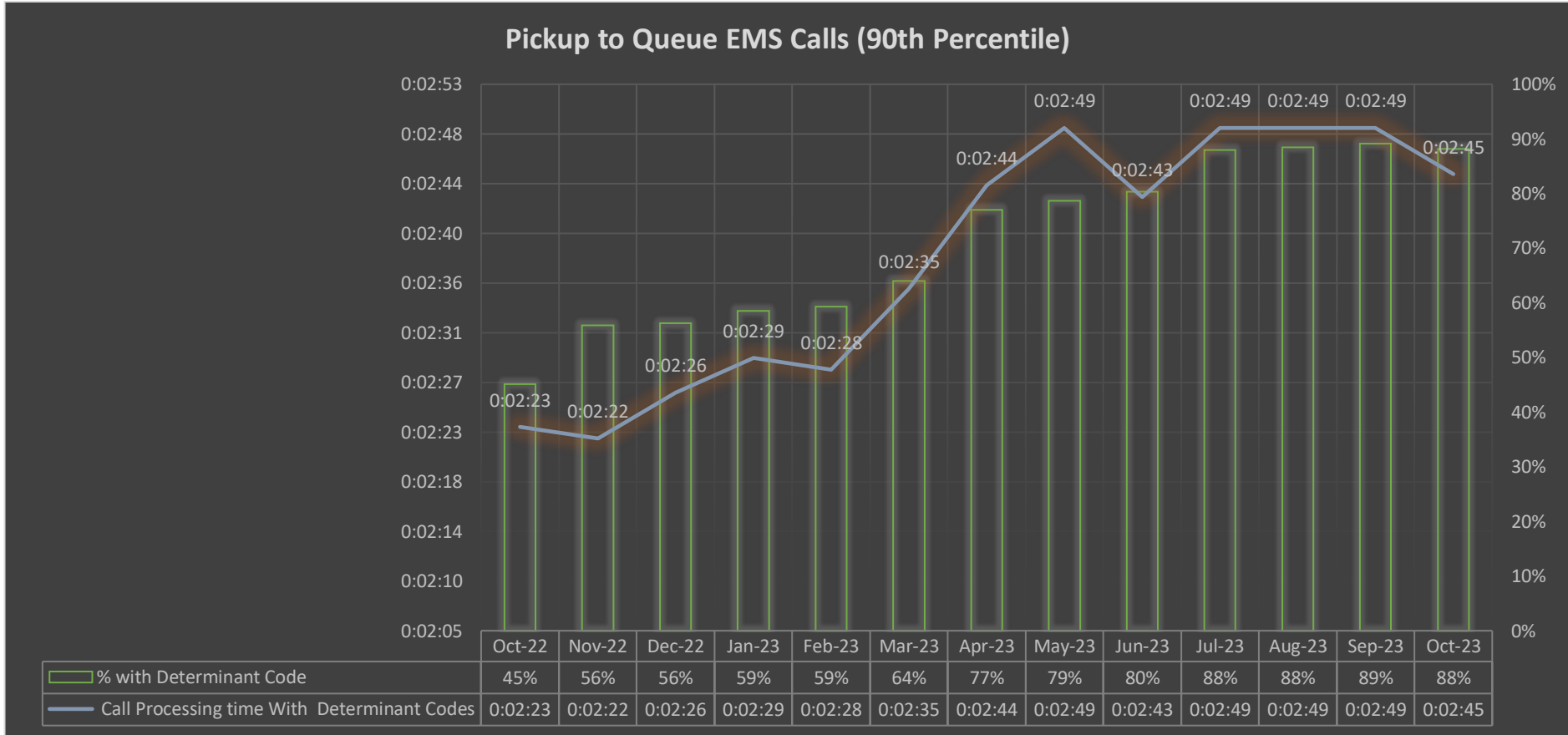


Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

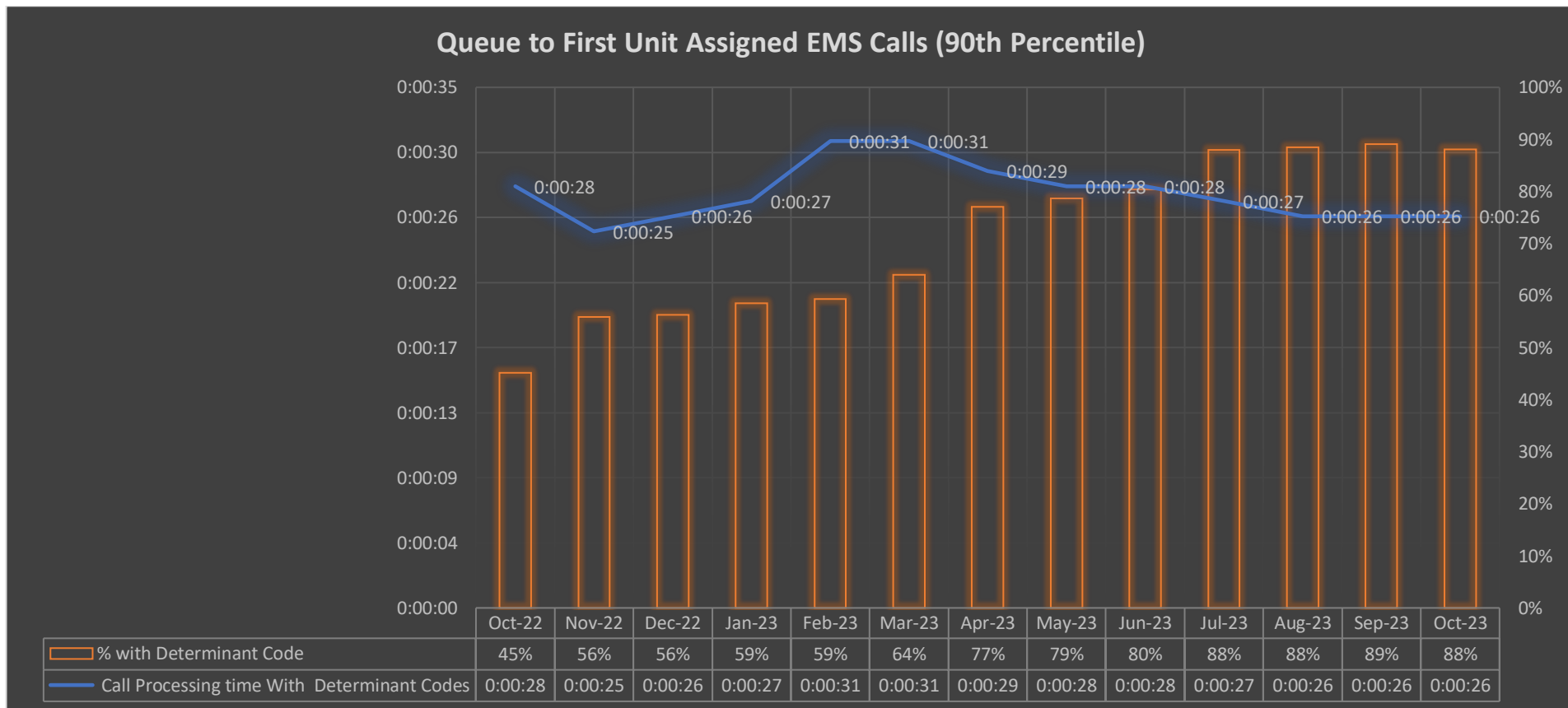
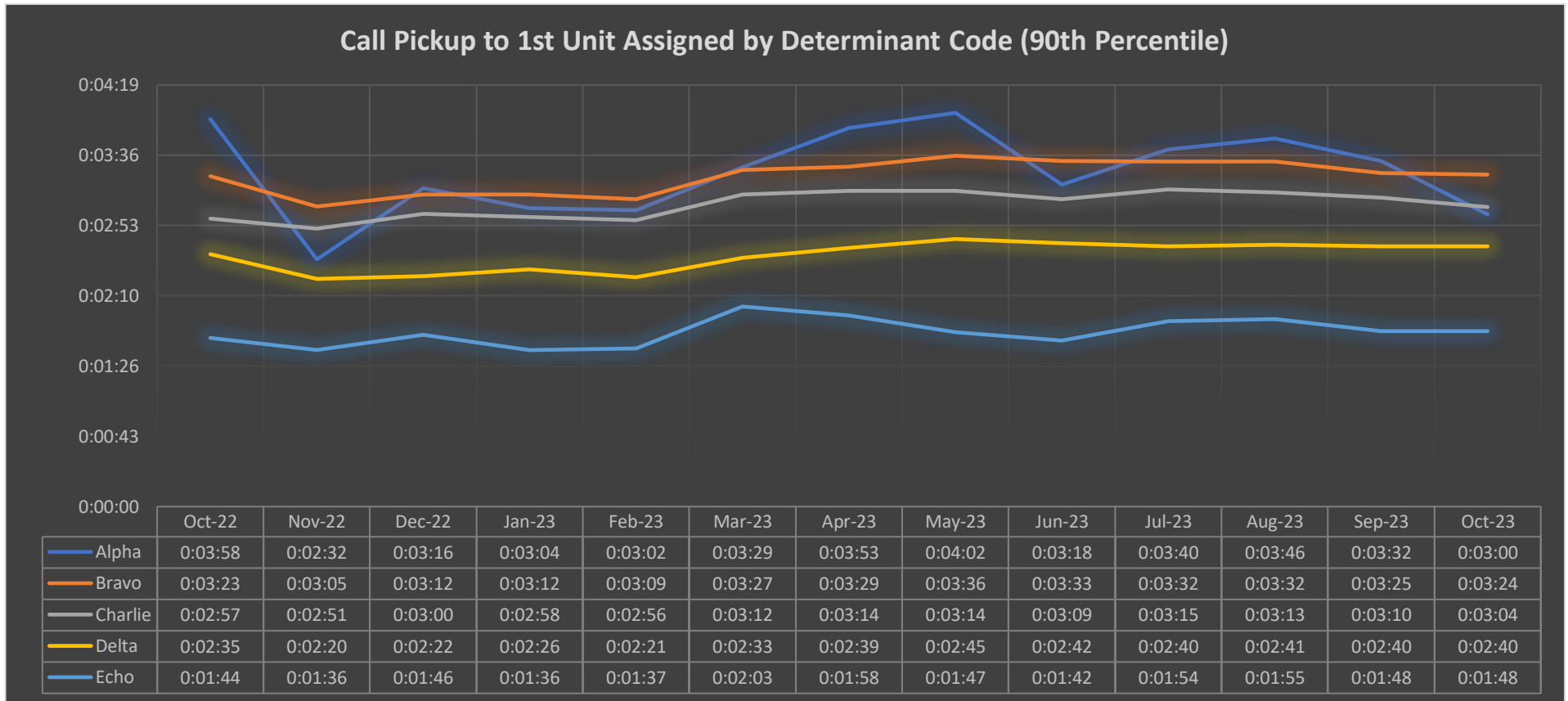


Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



Fire/Rescue Related Calls

Fire/Rescue related calls include all CAD problem codes that reference specific fire types as well as technical rescue and Haz-mat calls.

Figure 7: Fire/Rescue Call Pickup to First Unit Assigned.

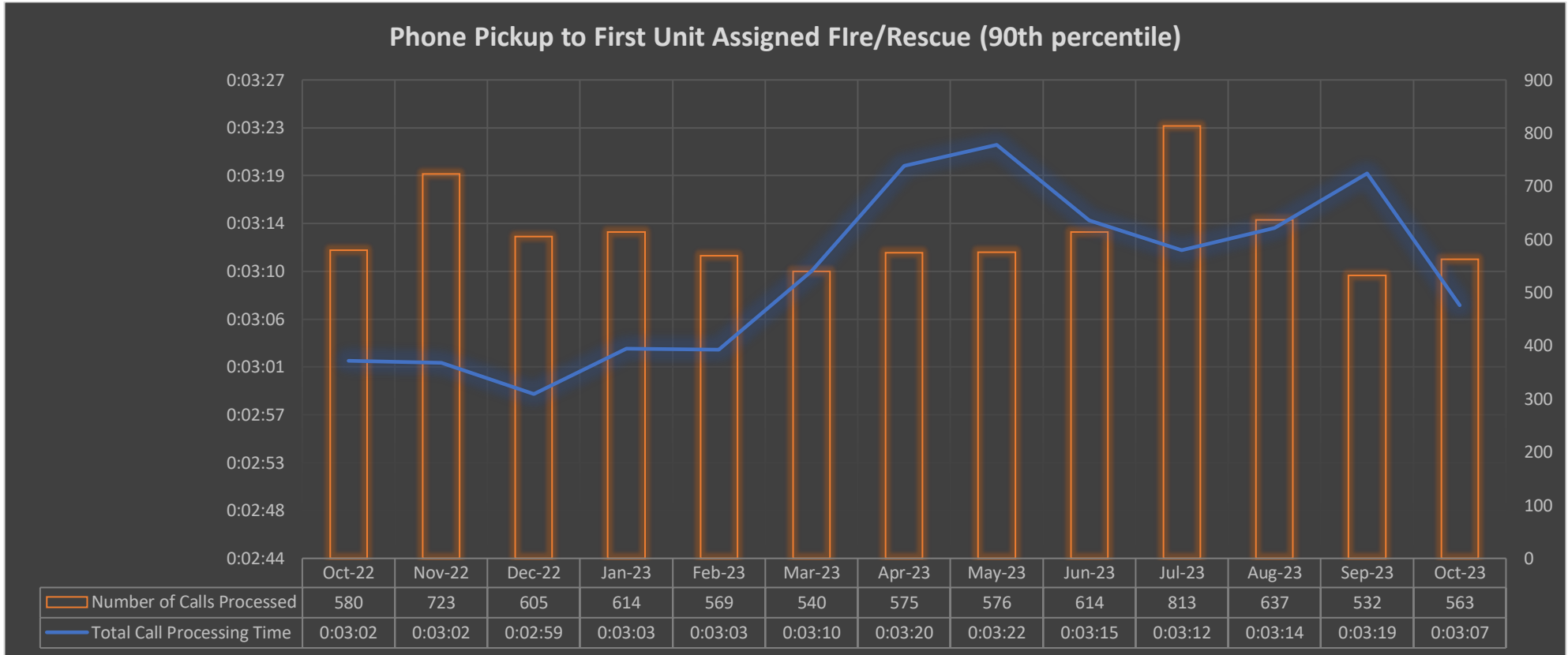


Figure 8: Fire/Rescue Call Pickup to Queue.

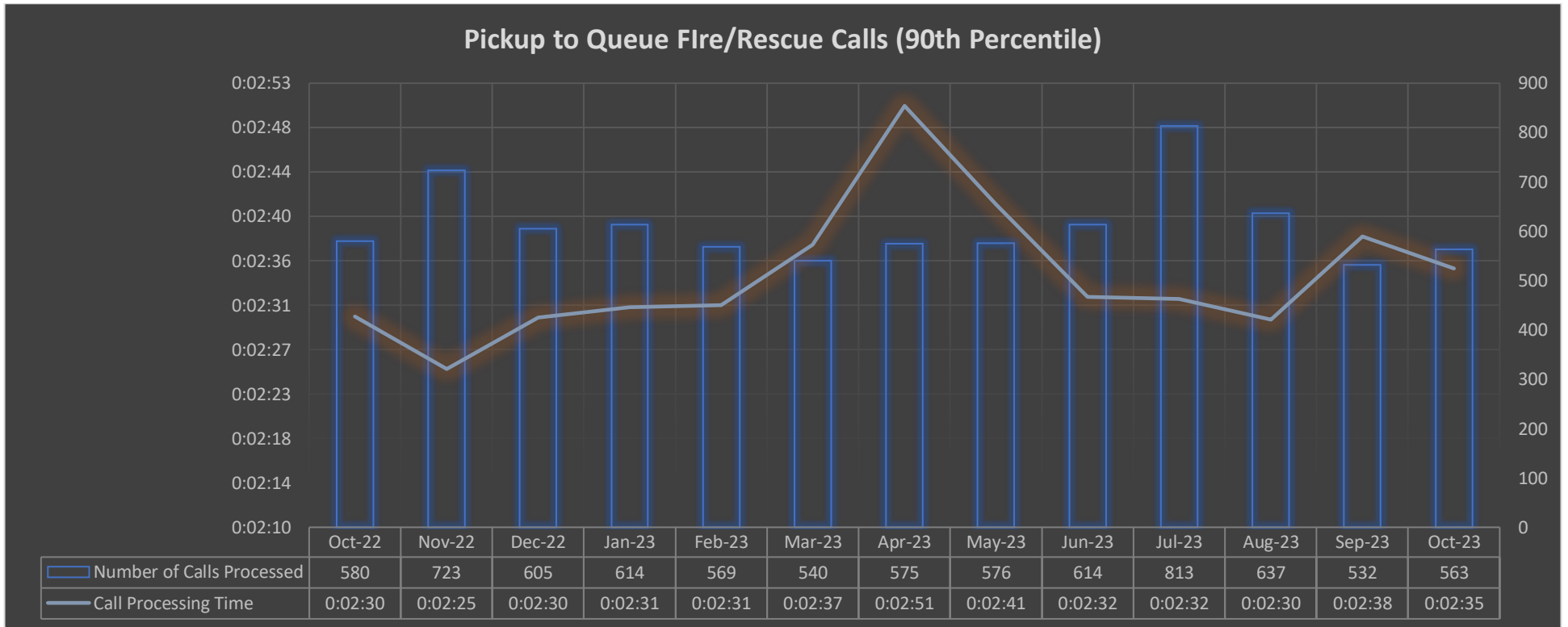


Figure 9: Fire/Rescue Queue to First Unit Assigned.

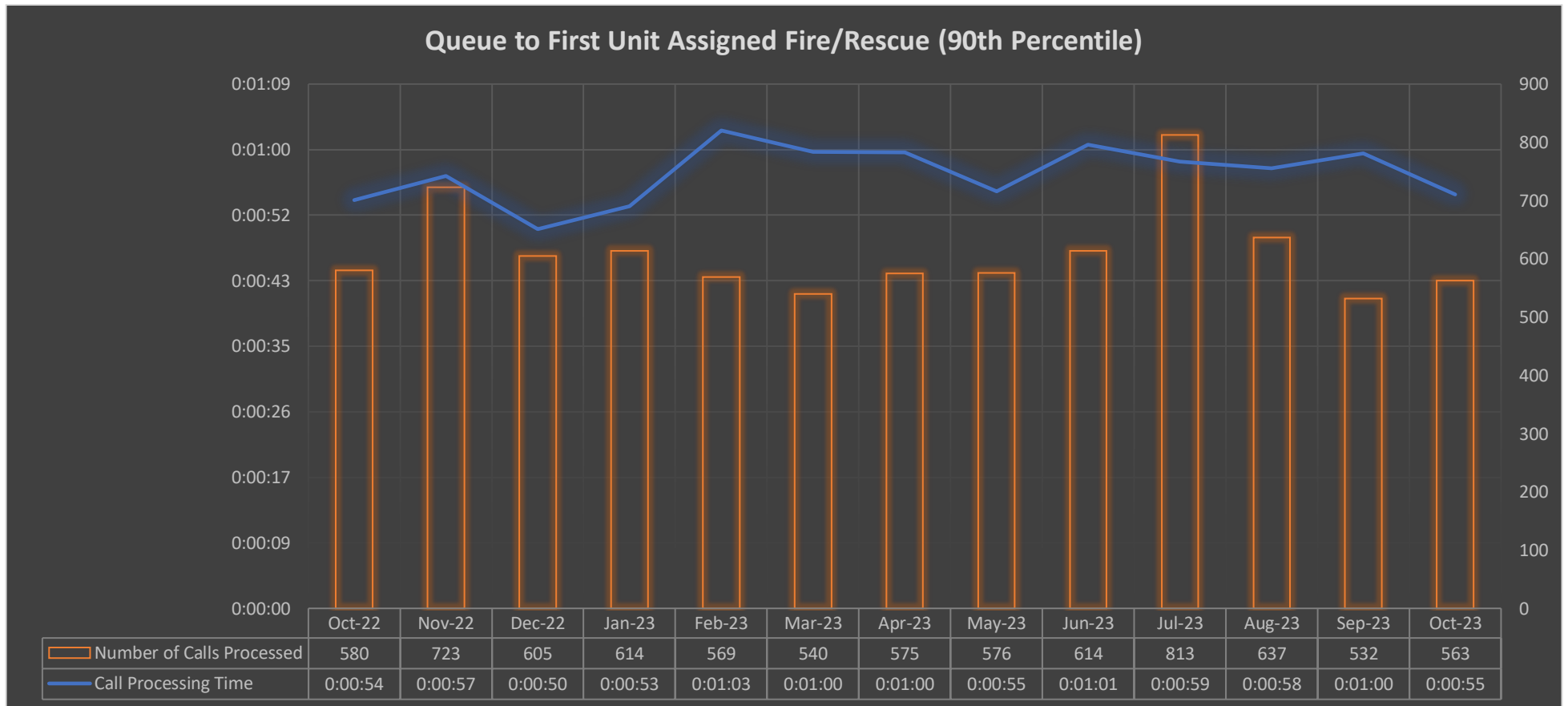


Table 1: EMS 911 calls for service and EMD completion for October 2023

| | |
|--|--------|
| Total Emergency EMS Calls Processed | 17,192 |
| Total EMS Calls with Obtainable Determinant Code | 13,232 |
| Total EMS Calls with Determinant Code | 11,873 |
| % of EMS Calls with Determinant Code | 90% |

Table 2: ECNS eligible calls and status of transfers to Emergency Communication Nurse (ECN) for October 2023.

| | |
|--|-------|
| Total Calls Eligible for Low Code: | 1,233 |
| Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code) | 245 |
| % of Eligible EMS Calls Transferred to ECNS | 19.9% |

**CONFIRE****STAFF REPORT****DATE: November 28, 2023****FROM: Blessing Ugbo
MIS Manager****TO: CONFIRE Administrative Committee**

SUBJECT: Replace Helpdesk FTE Position with Contractor

Recommendation

It is recommended that the CONFIRE Administrative Committee approves the hiring of a contractor to fill MIS Helpdesk Support position.

Background Information

The Helpdesk Support position at MIS is currently vacant, and it proves challenging to retain staff due to inherently limited career progression options for this position.

This decision empowers the MIS division to focus on its primary functions, utilizing the contractor's specialized skills to improve the efficiency and quality of tasks for internal and external customers.

Fiscal Impact

This will not require additional budgetary funding for the FY23/24. CONFIRE will fund the Helpdesk Contractor position with the \$100,026 allocated for salaries and benefits for a full-time Automated Systems Tech position, offsetting the costs accordingly.

**CONFIRE****STAFF REPORT****DATE: November 28, 2023****FROM: Blessing Ugbo
MIS Manager****TO: CONFIRE Administrative Committee**

SUBJECT: Renew Liaison Contract with Colton for 2024-2025 FY

Recommendation

It is recommended that the CONFIRE Administrative Committee approve the renewal of the Liaison Contract with Colton for the services of Aaron Mulhall as XBO Liaison.

Background Information

The XBO liaison plays a pivotal role in supporting diverse projects within the XBO agencies, Communications, and the MIS Divisions. This collaboration has been instrumental in advancing several key initiatives, such as First Watch, Tablet Command, and other designated MIS programs as assigned.

The active participation of the liaison has been vital in effectively propelling major projects and initiatives to success.

Fiscal Impact

CONFIRE has allocated funds from the CONFIRE Operations Fund (100-5008 – Object Code 5200-2445) to cover consulting fees. These allocated funds will be used to provide credit to the Colton Fire Department, offsetting their expenses for the program.

**CONFIRE****STAFF REPORT****DATE: November 28, 2023****FROM: Nathan Cooke
Interim Director****TO: Administrative Committee**

**SUBJECT: San Bernardino County Fire Protection District Emergency
Ambulance Services Agreement**

Recommendation

It is recommended that the CONFIRE Administrative Committee approve the agreement between the San Bernardino County Fire Protection District (SBCFPD) and CONFIRE for Emergency Ambulance Services.

Background

The SBCFPD is recognized and known as a “.201 provider” by the California Health and Safety Code and is authorized to provide emergency ambulance services in their respective .201 areas of responsibility. Furthermore, San Bernardino County Fire Protection District is authorized to sub-contract for emergency ambulance services in their .201 areas of responsibility.

The San Bernardino County Operational Area (OA) continues to struggle with extended response times from AMR, which has resulted in an increase in the number of mutual aid requests from SBCFPD. In an effort to allow SBCFPD to fulfill as many mutual aid requests from AMR as possible, the district is requesting that CONFIRE provide an additional ambulance, on an as needed basis.

Furthermore, the CONFIRE Board of Directors and the CONFIRE Administrative Committee gave direction to CONFIRE Staff to submit a proposal on behalf of CONFIRE, for the County of San Bernardino Request for Proposal (RFP) for Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County. If CONFIRE is awarded the County ground ambulance contract, CONFIRE will be eligible to participate in the Ground Emergency Medical Transport (GEMT) program.

The County ground ambulance contract is tentatively scheduled to go into effect on October 1, 2024. In the event that CONFIRE is awarded the contract, it will be beneficial to the GEMT program, that we transported in 2023.

The agreement would commence on December 20, 2023, and end on December 31, 2024.

CONFIRE will be utilizing an ambulance that will be rented from the Chino Valley Fire District. The ambulance will be staffed by qualified CONFIRE employees and or contract employees. CONFIRE will seek and receive ICEMA's approval to become an authorized ambulance provider prior to commencement of this agreement.

Fiscal Impact

There will be no cost for this agreement and no payments will be made to the SBCFPD. CONFIRE will use a third-party billing company to bill patients that receive transport services from CONFIRE, and all costs associated with providing such services will be offset by the payment received.

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND CONFIRE

This agreement (“Agreement”) is by and between the San Bernardino County Fire Protection District and Consolidated Fire Agencies (“Contractor”), together, they are referred to as “Parties,” and individually, as a “Party”.

RECITALS

1. San Bernardino County Fire Protection District maintains complete administrative and operational control of the ambulances operating within their areas of responsibility according to its authority and under California Government Code, Title 5, Division 2, Part 1, Section 54980 and California Health and Safety Code Section 1997.201 (“.201 Provider”).
2. In accordance with its .201 Provider responsibilities, San Bernardino Fire Protection District is authorized to sub-contract for emergency ambulance services in their areas of responsibility.
3. Due to extended response times in the high desert of San Bernardino County, San Bernardino County Fire Protection District serves as an authorized mutual aid provider to AMR. In that capacity, Sand Bernardino County Fire Protection District routinely provides mutual aid for AMR.
4. San Bernardino County recognizes the need for additional emergency ambulance services within its areas of responsibility as a .201 Provider.
5. San Bernardino County Fire Protection District wishes to engage Contractor to provide additional mutual-aide as set forth in this Agreement, on a limited term basis so that the San Bernardino Fire Protection District can continue to provide services to their mutual-aid partners and better serve San Bernardino County.
6. San Bernardino County Fire Protection District is in need of such mutual-aid services and the Contractor warrants that it is competent and able to perform such mutual-aid services.

AGREEMENT

1. EXHIBITS

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Payment
- Exhibit C: General Terms and Conditions

- Exhibit D: Insurance
- Exhibit E: Business Associate Agreement

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on December 20, 2023 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) December 31, 2024 (“Initial Term”).

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor’s employees shall not be considered officers, employees, agents, partner, or joint venture of San Bernardino County Fire Protection District, and are not entitled to benefits of any kind or nature normally provided employees of San Bernardino County Fire Protection District and/or to which San Bernardino County Fire Protection District employees are normally entitled, including, but not limited to, disability or unemployment insurance, workers’ compensation insurance, medical insurance, sick leave, vacation leave, or any other employment benefit. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor’s employees.

4. SCOPE OF SERVICES

Contractor shall furnish to San Bernardino County Fire Protection District the services described in Exhibit A (“Services”). The provision of Services shall not constitute of a waiver of San Bernardino County Fire Protection District’s rights and obligations under applicable law, including their recognition as a .201 Provider.

5. PAYMENT

The Contractor is duly authorized by the San Bernardino County Fire Protection District to recuperate its costs for providing said services, through standardized emergency ambulance billing procedures. As such no payment shall be made by San Bernardino Fire Protection District and Exhibit B (“Payment”) is intentionally left blank.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are set forth in Exhibit C.

7. INSURANCE

Exhibit D, entitled Insurance, is attached, and incorporated by reference.

8. HIPAA BUSINESS ASSOCIATE AGREEMENT

The "Business Associate Agreement" is set forth in Exhibit E.

9. NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To San Bernardino County Fire
Protection District:
Attn: Dan Munsey, Fire Chief
157 W. 5th Street, 2nd Floor
San Bernadino CA 92415

To Contractor:
Consolidated Fire Agencies
Attn: Nathan Cooke, Interim Director
1743 Miro Way
Rialto, CA 92376

10. LIMITATION OF LIABILITY

[Intentionally Left Blank]

The Parties have executed this Agreement on the dates indicated below.

San Bernardino County Fire Protection District

Consolidated Fire Agencies

Date: _____, 20____

Date: _____, 20____

By: _____
Print Name: Dan Munsey
Its: Fire Chief

By: _____
Print Name: Nathan Cooke
Its: Interim Director

**EXHIBIT A
to AGREEMENT FOR SERVICES**

SCOPE OF SERVICES

As set forth in the Recitals to this Agreement, San Bernardino County Fire Protection District recognizes the need for additional emergency ambulances services in its areas of responsibilities as a .201 Service Provider. In doing so San Bernardino County Fire Protection District can free up existing fire district emergency ambulances to provide mutual-aid to AMR, in the San Bernardino County region.

If furtherance of this objective, Contractor shall provide the Services set forth below:

1. Fully equipped emergency ground ambulance and or ambulances on an as needed basis, at the request of San Bernardino County Fire Protection District, if has emergency ground ambulance(s) available.
2. Fully equipped ground ambulance(s) shall be staffed by appropriately certified staff of Contractor. Contractor shall be solely responsible for staffing such fully equipped ground ambulance(s).
3. The emergency ground ambulance(s) will permit San Bernardino Fire Protection District to continue providing mutual-aid to AMR.
4. Said services may subject to additional requirements by the Local Emergency Medical Services Agency ("ICEMA"). As such the Scope of Services may be amended as set forth in this Agreement.

**EXHIBIT B
to AGREEMENT FOR SERVICES**

PAYMENT

[Intentionally Left Blank]

EXHIBIT C
to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed in accordance with generally and currently accepted principles and practices of their profession, including but not limited to applicable laws and policies.
2. **TERMINATION.**
- a. **Without Cause by San Bernardino County Fire Protection District or Contractor.** San Bernardino County Fire Protection District and Contractor may, at any time, with or without reason, terminate this Agreement. Written notice by San Bernardino County Fire Protection District or Contractor shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or San Bernardino County Fire Protection District or no later than three (3) days after the day of mailing by the terminating party, whichever is sooner.
- b. **With Cause by San Bernardino County Fire Protection District or Contractor.** San Bernardino County Fire Protection District or Contractor may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
- (1) material violation of this Agreement by either Party; or
 - (2) any act by Contractor or San Bernardino County Fire Protection District exposing the other party to liability to others for personal injury or property damage; or
 - (3) A party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of party's insolvency.
- Written notice by San Bernardino County Fire Protection District or Contractor shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to San Bernardino County Fire Protection District or Contractor.
3. **INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.**
- a. **Generally.** To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:
- (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; **or**
 - (2) arises out of, pertains to, or relates to the performance of this Agreement
- b. **Indemnified Parties, Defined.** The "Indemnified Parties" are San Bernardino County Fire Protection District, its officers, consultants, employees, and trustees.
- c. **Claim, Defined.** A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death.,
- d. San Bernardino County Fire Protection District may accept or reject legal counsel Contractor proposes to defend San Bernardino County Fire Protection District with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor's expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.
4. **INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
5. **CONFIDENTIALITY.** The Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of San Bernardino County Fire Protection District, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to San Bernardino County Fire Protection District notice(s) of the legal process", but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that San Bernardino County Fire Protection District may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to

comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.

- 6. CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify San Bernardino County Fire Protection District of this information.
- 7. APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon San Bernardino County Fire Protection District until San Bernardino County Fire Protection District's legislative body or designee has approved all the terms and conditions contained herein.
- 8. DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
- 9. COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of San Bernardino County Fire Protection District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify San Bernardino County Fire Protection District, in writing, and, at the sole option of San Bernardino County Fire Protection District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from San Bernardino County Fire Protection District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying San Bernardino County Fire Protection District of the violation, Contractor shall bear all costs arising therefrom.

10. CERTIFICATION/LICENSES. Contractor and all Contractor's employees or agents shall secure and maintain in force all certifications and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement at the expense of Contractor,

- 11. ANTI-DISCRIMINATION.** It is the policy of San Bernardino County Fire Protection District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), sex stereotyping, reproductive health decision making (protected under section 12920 of the Government Code in California), national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by local, state, or federal laws and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 12. AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit San Bernardino County Fire

Protection District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that San Bernardino County Fire Protection District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

13. TIME IS OF THE ESSENCE. Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by San Bernardino County Fire Protection District.

14. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

15. ASSIGNMENT AND SUCCESSORS. Neither San Bernardino County Fire Protection District nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

16. SEVERABILITY. In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.

17. FORCE MAJEURE. No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.

18. VENUE/GOVERNING LAWS. This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which San Bernardino County Fire Protection District's principal administrative office is located.

19. ATTORNEY'S FEES. If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.

20. EXHIBITS. All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.

21. ENTIRE AGREEMENT. This Agreement represents the entire agreement between San Bernardino County Fire Protection District and Contractor with regards to emergency ambulance services and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both San Bernardino County Fire Protection District and Contractor.

22. MODIFICATION. This Agreement may be amended at any time by the written agreement of San Bernardino County Fire Protection District and Contractor.

23. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver

of a subsequent breach of the same or any other provision under this Agreement.

- 24. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 25. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
- 26. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

**EXHIBIT D
to AGREEMENT FOR SERVICES**

INSURANCE

1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
 - 1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, CONFIRE, and the contracting agencies and member agencies of San Bernardino County Fire Protection District from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
 - 1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. Contractor shall sign and file with San Bernardino County Fire Protection District the following certification prior to performing the work of the contract: “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”
 - 1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor’s profession.

| Type of Coverage | Minimum Coverage |
|---|--|
| Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate | \$1,000,000 \$1,000,000 |
| Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate | \$1,000,000 \$1,000,000 |
| Professional Liability | \$1,000,000 |
| Workers Compensation | Statutory Limits |
| Employer’s Liability | \$1,000,000 |

2. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage’s have been delivered in duplicate to San Bernardino County Fire Protection District and approved by CONFIRE. Certificates and insurance policies shall include the following:
 - 2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to San Bernardino County Fire Protection District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”
 - 2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 2.3. An endorsement stating that San Bernardino County Fire Protection District, and their representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Contractor’s insurance policies shall be primary to any insurance or self-insurance maintained

- 2.4. by San Bernardino County Fire Protection District.
All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

EXHIBIT E
to AGREEMENT FOR SERVICES

BUSINESS ASSOCIATE AGREEMENT

Existing Business Associate Agreement, dated [insert date], exists and is incorporated herein by this reference.

**CONFIRE****STAFF REPORT****DATE: November 28, 2023****FROM: Nathan Cooke
Interim Director****TO: Administrative Committee**

SUBJECT: Chino Valley Independent Fire Protection District Ambulance Agreement

Recommendation

It is recommended that the CONFIRE Administrative Committee approve the Memorandum of Understanding (MOU) between the Chino Valley Independent Fire Protection District (CVFIFD) and CONFIRE for the use of an emergency ambulance.

Background

The San Bernardino County Operational Area (OA) continues to struggle with extended response times from AMR, which has resulted in an increase in the number of mutual aid requests from SBCFPD. In an effort to allow SBCFPD to fulfill as many mutual aid requests from AMR as possible, the district has requested that CONFIRE provide an additional ambulance, on an as needed basis.

The SBCFPD is recognized and known as a “.201 provider” by the California Health and Safety Code and is authorized to provide emergency ambulance services in their respective .201 areas of responsibility. Furthermore, San Bernardino County Fire Protection District is authorized to sub-contract for emergency ambulance services in their .201 areas of responsibility.

Furthermore, the CONFIRE Board of Directors and the CONFIRE Administrative Committee gave direction to CONFIRE Staff to submit a proposal on behalf of CONFIRE, for the County of San Bernadino Request for Proposal (RFP) for Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County. If CONFIRE is awarded the County ground ambulance contract, CONFIRE will be eligible to participate in the Ground Emergency Medical Transport (GEMT) program.

The County ground ambulance contract is tentatively scheduled to go into effect on October 1, 2024. In the event that CONFIRE is awarded the contract, it will be beneficial to the GEMT program, that we transported in 2023.

CONFIRE will be providing emergency ambulance services to the San Bernardino County Fire Protection District (SBCFPD) starting December 5, 2023. In order to provide this service, CONFIRE needs an ambulance. The CVIFPD has an extra ambulance they are willing to allow CONFIRE to use through provisions outlined in this MOU.

The agreement would commence on December 5, 2023, and would be in effect until terminated following the MOU provisions.

The ambulance will be staffed by qualified CONFIRE employees and or contract employees. CONFIRE will seek and receive ICEMA's approval to become an authorized ambulance provider prior to commencement of this agreement.

Fiscal Impact

CONFIRE will pay the CVIFPD \$7.18 per hour, for every hour the ambulance is placed in service. CONFIRE will use a third-party billing company to bill patients that receive transport services from CONFIRE, and all costs associated with providing such services will be offset by the payments received.

All financial transactions related to this agreement will occur using the EMS Division Enterprise account (5020).

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CHINO VALLEY
INDEPENDENT FIRE DISTRICT AND CONSOLIDATED FIRE AGENCIES
(2022 Dodge Ram Ambulance)**

This Memorandum of Understanding (“MOU”) is dated this __ day of _____, 2023 (“Effective Date”) and is entered into by and between the Chino Valley Independent Fire District (the “CVIFD” or the “District”), a California fire protection district formed under the authority of the Health and Safety Code, and Consolidated Fire Agencies (the “CONFIRE”). The CVIFD and CONFIRE may be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, the CVIFD owns certain equipment, a 2022 Dodge Ram Ambulance (VIN# 3C7WRMCL5NG218115) (the “Equipment”) used as part of its operations; and

WHEREAS, the CVIFD desires to allow CONFIRE to use the Equipment, as it is in the best interest of public safety; and

WHEREAS, CONFIRE desires to use and operate the Equipment to serve the residents and visitors of San Bernardino County and in furtherance of public safety; and

WHEREAS, cooperation between the CVIFD and CONFIRE will promote the efficient use of public resources managed by the District; and

WHEREAS, CONFIRE’s use of the Equipment is intended to increase public safety, better serve the residents of and visitors of San Bernardino County, including the population served by CVIFD, with only incidental or nominal benefits to any private parties; and

WHEREAS, employees of each of the Parties shall at all times be subject only to the laws, regulations, and rules governing their employment, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment regardless of the use of the Equipment as contemplated by this MOU; and

WHEREAS, the CVIFD and CONFIRE execute this MOU for the purpose of formalizing the terms and conditions governing CONFIRE’s use and operation of the Equipment.

TERMS

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated into this MOU by this reference.

2. Term. The term of this MOU shall commence on the Effective Date and shall continue in effect until terminated pursuant to Section 9 of this MOU.

3. Authority. Unless otherwise specified herein, all authority to act on behalf of the CVIFD pursuant to this MOU shall be exercised by Fire Chief Dave Williams, or his designee. Unless otherwise specified herein, all authority to act on behalf of the CONFIRE pursuant to this MOU shall be exercised by CONFIRE Interim Director Nathan Cooke or his designee.

4. Equipment

4.1 Equipment Use. CONFIRE shall be permitted to use, operate, and transport patients in the Equipment during the period of this MOU. CONFIRE shall at all times be subject to any federal, state-mandated, and/or any local training or other applicable requirements or responsibilities associated with the use of the Equipment contemplated by this MOU.

4.2 Use of Equipment. CONFIRE shall not permit any individual to use, operate or transport patients with the Equipment unless that individual is properly trained and authorized to do so. CONFIRE shall use the utmost care in using, operating, or transporting patients in the Equipment. If the Equipment breaks or experiences other mechanical problems while in the possession of CONFIRE, CONFIRE shall immediately notify the CVIFD in writing of the problem.

4.3 Returning Equipment. At the conclusion of this MOU, CONFIRE will return the Equipment to CVIFD, the following business day. The Equipment shall be returned with a full tank of fuel.

5. CONFIRE Responsibilities. CONFIRE shall be solely responsible for all of the following, including, without limitation, any accompanying cost or expense related to its use of the Equipment:

(a) Transporting the Equipment to and from the CVIFD facilities housing the Equipment.

(b) Performing routine inspections and minor maintenance on Equipment when used by CONFIRE, including, but not limited to, oil, mechanical fluids, operations, fuel, and safety checks.

(c) Providing satisfactory proof of liability or other insurance of the types and in the amounts as required by this MOU.

(d) Bearing sole and absolute responsibility for any and all damage to the Equipment occurring while in possession and control of CONFIRE, customary wear and tear

excepted. CONFIRE shall pay the CVIFD for any and all costs associated with repairing damage to the Equipment occurring while in the possession or control of CONFIRE if demanded in writing by the CVIFD, customary wear and tear excepted. CONFIRE shall make such payment within thirty (30) days of a written invoice accounting for such costs of repair.

(e) Storing Equipment overnight at secure facilities owned and controlled by CONFIRE, or one of CONFIRE's Member Agencies, when such storage is otherwise requested by the CVIFD, or when such storage is convenient to CONFIRE and approved in advance by the CVIFD.

6. Costs.

(a) CONFIRE shall pay CVIFD \$7.18 per hour for the use of Ambulance with Basic Life Support (BLS) Equipment contemplated under Section 4 herein, which is inclusive of all fees associated with Equipment, including ambulance, radios, annual maintenance, and ancillary costs on a five-year depreciation schedule, for every hour the Equipment is in service by CONFIRE - using, operating and/or transporting patients. The Parties to this MOU agree the inclusive hourly rate within this Section reflects the reasonable cost of providing the Equipment, factored into a yearly cost and then divided into monthly, daily, and finally an hourly cost of \$7.18 per hour for a BLS equipped ambulance. In the event that the ambulance and equipment need to be outfitted with Advanced Life Support (ALS) equipment, CONFIRE shall pay CVIFD \$8.88 per hour. CONFIRE shall keep detailed logs of any and all use of the Equipment, and provide monthly updates on the use of the Equipment to CVIFD. Based upon those logs, CVIFD shall submit a written invoice, and CONFIRE shall make such payment within thirty (30) days of receipt of that written invoice from CVIFD.

(b) CONFIRE will compensate CVIFD for any and all costs related to the responsibilities listed in Section 5(d) of this MOU.

7. Indemnification. To the extent permitted by law, CONFIRE (the "Indemnifying Party") shall defend, indemnify and hold the CVIFD (the "Indemnified Party") and its directors, officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, including reasonable attorneys' fees and other related costs, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, errors, omissions or willful misconduct of the Indemnifying Party, its officials, officers, employees, agents, and volunteers arising out of or in connection with the use, operation or transportation of the Equipment, or this MOU, except for such loss or damage arising from the sole negligence or willful misconduct of the Indemnified Party. The Indemnifying Party shall defend, at the Indemnifying Party's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Indemnified Party and its directors, officials, officers, employees, and volunteers, with counsel approved by the Indemnified Party. The Indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Party and its directors, officials, officers, employees, and volunteers, in

any such suit, action or other legal proceeding. The Indemnifying Party shall reimburse the Indemnified Party and its directors, officials, officers, employees, and volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Indemnifying Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnified Party or its directors, officials, officers, employees, and volunteers. This indemnity provision shall survive the termination of this MOU.

8. Insurance.

8.1 Time for Compliance. CONFIRE shall not use, operate or transport patients in the Equipment under this MOU unless and until it has provided evidence satisfactory to the CVIFD that it has secured all insurance required in this MOU, or that it is self-insured to the satisfaction of the CVIFD.

8.2 Minimum Requirements. CONFIRE shall, at its expense, procure and maintain for the duration of this MOU insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of this MOU by CONFIRE, its directors, officials, officers, employees, and volunteers. Such insurance shall meet at least the following minimum levels of coverage, or CONFIRE shall be self-insured to the satisfaction of the CVIFD:

(a) Minimum Limits of Insurance. CONFIRE shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this MOU or the general aggregate limit shall be twice the required occurrence limit. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Employer's Liability will be carried by the Member Agency that employs the individual(s) using, operating and/or transporting patients in the Equipment.

(b) Endorsements. Each policy shall be endorsed to state that: (1) the CVIFD and its directors, officials, officers, employees, and volunteers shall be covered as additional insured with respect to the use, operation or transport of patients within the Equipment, performed by or on behalf of CONFIRE; and (2) the insurance coverage shall be primary insurance as respects the CVIFD and its directors, officials, officers, employees, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of CVIFD's scheduled underlying coverage. Any insurance or self-insurance maintained by the CVIFD and its directors, officials, officers, employees, and volunteers shall be excess of such insurance obtained by CONFIRE or a Member Agency and shall not be called upon to contribute in any way. The insurer shall agree to waive all

rights of subrogation against the CVIFD and its directors, officials, officers, employees, and volunteers for losses paid under the terms of the insurance policy which arise from the use, operation or transport of patients in the Equipment by CONFIRE. Each insurance policy shall also be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CVIFD as applicable; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the CVIFD and its directors, officials, officers, employees and volunteers. There shall be no cross-liability exclusion for claims or suits by one insured against another. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance.

9. Termination. This MOU shall be effective as of the Effective Date and shall continue until terminated by either Party by giving at least thirty (30) days advance written notice of the effective date of termination.

10. Notices. All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below, but each Party may change the address by written notice to the other Party. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing:

If to the District: Chino Valley Independent Fire District
14011 City Center Dr.
Chino Hills, CA 91709
Attn: Fire Chief Dave Williams

If to CONFIRE: CONFIRE
1743 Miro Way
Rialto, CA 92376
Attn: Interim Director Nathan Cooke

11. Miscellaneous Terms

11.1 Representations and Warranties. The CVIFD and the CONFIRE have all requisite power and authority to execute and perform this MOU. Each person executing this MOU warrants that he or she has the legal power, right, and authority to execute this MOU and bind his or her respective Party.

11.2 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in San Bernardino County.

11.3 Relationship of the Parties. Nothing contained in this MOU shall be construed as creating a joint venture, partnership or any other similar arrangement between the Parties. No Party to this MOU shall be deemed to be a representative, an agent or an employee of the other Party. Unless otherwise expressly specified in this MOU, no Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of any other Party, nor bind any other Party in any respect, without the specific prior written authorization of the other Party.

11.4 Waiver. No Party shall be deemed to have waived any provision of this MOU unless such waiver is in writing and signed by such Party.

11.5 Legal Compliance. The Parties shall comply with all of applicable Federal, State and local laws and regulations related to the transactions set forth in or referenced by this MOU.

11.6 No Third-Party Beneficiary. No claim as a third-party beneficiary under this MOU by any person, corporation or any other entity, shall be made or be valid against the CVIFD or CONFIRE.

11.7 Headings. The section headings used in this MOU are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of this MOU.

11.8 Entire MOU. This MOU constitutes the entire agreement between the Parties with respect to the matters herein and shall supersede and replace any and all other prior understandings, correspondence and agreements, oral or written, between the Parties. No change, amendment or modification of this MOU shall be valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by all Parties.

11.9 Assignment or Transfer. CONFIRE shall not assign, hypothecate or transfer, either directly or by operation of law, this MOU or any interest herein without the prior written consent of the CVIFD. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.10 Binding Effect. The terms of this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

11.11 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

11.12 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this MOU.

11.13 Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original.

**SIGNATURE PAGE TO
LETTER OF INTENT BETWEEN THE CHINO VALLEY INDEPENDENT FIRE
DISTRICT AND THE APPLE VALLEY FIRE PROTECTION DISTRICT REGARDING
EQUIPMENT LEASING**

IN WITNESS WHEREOF, the Parties have executed this Letter of Intent for Equipment Leasing as of the date first indicated above.

**CHINO VALLEY INDEPENDENT FIRE
DISTRICT**

CONFIRE (DEPARTMENT)

By: _____
Dave Williams, Fire Chief

By: _____
Nathan Cooke, Interim Director

Date: _____

Date: _____

**CONFIRE****STAFF REPORT****DATE: November 28, 2023****FROM: Nathan Cooke
Interim Director****TO: Administrative Committee**

**SUBJECT: Whitman Enterprises, LLC Independent Contractor
Agreement**

Recommendation

It is recommended that the CONFIRE Administrative Committee approve the Independent Contractor Agreement between Whitman Enterprises LLC and CONFIRE for EMS Billing and Collection Services.

Background

The San Bernardino County Operational Area (OA) continues to struggle with extended response times from AMR, which has resulted in an increase in the number of mutual aid requests from SBCFPD. In an effort to allow SBCFPD to fulfill as many mutual aid requests from AMR as possible, the district has requested that CONFIRE provide an additional ambulance, on an as needed basis.

The SBCFPD is recognized and known as a “.201 provider” by the California Health and Safety Code and is authorized to provide emergency ambulance services in their respective .201 areas of responsibility. Furthermore, San Bernardino County Fire Protection District is authorized to sub-contract for emergency ambulance services in their .201 areas of responsibility.

Furthermore, the CONFIRE Board of Directors and the CONFIRE Administrative Committee gave direction to CONFIRE Staff to submit a proposal on behalf of CONFIRE, for the County of San Bernadino Request for Proposal (RFP) for Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County. If CONFIRE is awarded the County ground ambulance contract, CONFIRE will be eligible to participate in the Ground Emergency Medical Transport (GEMT) program.

The County ground ambulance contract is tentatively scheduled to go into effect on October 1, 2024. In the event that CONFIRE is awarded the contract, it will be beneficial to the GEMT program, that we transported in 2023.

CONFIRE will be providing emergency ambulance services to the San Bernardino County Fire Protection District (SBCFPD) starting December 5, 2023. In order to recuperate costs associated with providing this type of service, CONFIRE will need to bill patients and payors for these services accordingly. In order to bill for these services, CONFIRE needs to hire a third-party billing company.

In order to adhere to CONFIRE's purchasing policies, CONFIRE will be using the "piggyback" agreement between the City of Chula Vista and Whitman LLC. Whitman has extensive experience in San Bernardino County in providing EMS Billing and Collection Services to CONFIRE member agencies.

Fiscal Impact

CONFIRE will pay Whitman a single fixed rate of 3.25% of net receipts billed and collected.

The costs associated with paying Whitman will come from the revenue received from the ambulance services provided to the SBCFPD, which are anticipated to be higher than the costs associated with this agreement.

All financial transactions related to this agreement will occur using the EMS Division Enterprise account (5020).

INDEPENDENT CONTRACTOR AGREEMENT
Piggyback Contract By and Between Consolidated Fire Agencies and Wittman Enterprises, LLC to Provide EMS Billing and Collection Services

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and Wittman Enterprises (“Contractor”) (together, they are referred to as “Parties,” and individually, as a “Party”).

RECITALS

1. WHEREAS Public Contract Code section 10298 permits CONFIRE to utilize alternative procurement processes.
2. WHEREAS the City of Chula Vista in 2020 engaged in a Request for Proposal (RFP) P04-20/21, EMS Billing and Collection Services, pursuant to Chula Vista Municipal Code section 2.56.080 and identified Contractor as the most qualified among those submitting.
3. WHEREAS the City of Chula Vista and Contractor entered into an agreement that provided the following provision: Public Agency Participation (e.g. city, county, public corporation, political subdivision, school district, or water authority) may want to participate in this award of this contract based on RFP P04-20/21.
4. WHEREAS CONFIRE intends to utilize the “Public Agency Participation” allowed for in the agreement between Wittman and the City of Chula Vista.
5. WHEREAS, CONFIRE and Contractor will be bound by the terms and conditions set forth in the agreement between the City of Chula Vista and Wittman and entered into pursuant to RFP P04-20/21.

NOW THEREFORE, CONFIRE and Contractor enter into this Agreement according to the terms and conditions set forth in the Contract between the City of Chula Vista and as set forth specifically below.

AGREEMENT

1. EXHIBITS

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.

Exhibits include:

- Exhibit A: Agreement By and Between the City of Chula Vista and Wittman LLC (Piggyback Contract)
- Exhibit B: Additional Terms and Conditions

2. ORDER OF PRIORITY AND SUBSTITUTION

- a. In the event of any conflict or consistency amount the following documents, the order of precedence will be: (1) The body of this Agreement; (2) Exhibit B, Additional Terms and Conditions; (3) Exhibit A, Piggyback Contract.
- b. In Exhibit A, Piggyback Contract the term City shall be substituted with CONFIRE.

3. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on December 1, 2023 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) September 30, 2024.

4. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor’s employees shall not be considered officers, employees, agents, partner, or joint venture of CONFIRE, and are not entitled to benefits of any kind or nature normally provided employees of CONFIRE and/or to which CONFIRE’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor’s employees.

5. SCOPE OF SERVICES

Contractor shall furnish to CONFIRE the services described in Exhibit A, Scope of Work and Payment Terms, Paragraph 2, Entitled “Required Services”.

6. COMPENSATION

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit A, Piggyback Contract, Scope of Work and Payment Terms, Paragraph 4, entitled “Compensation”.

7. ADDITIONAL TERMS AND CONDITIONS

The Additional Terms and Conditions are set forth in Exhibit B.

8. INSURANCE

CONFIRE shall adhere to all Insurance Requirements set forth in Exhibit A, Piggyback Contract.

9. NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To CONFIRE:
Consolidated Fire Agencies
Attn: Nathan Cooke,
Interim Director
1743 Miro Way
Rialto, CA 92376
Email: ncooke@confire.org

To Contractor:
Wittman Enterprises, LLC
Attn: Russ Harms,
Executive Director of Business
Development
11093 Sun Center Drive
Rancho Cordova, CA 95670
Email: rharms@webillems.com

With Legal Notice Copy to:
Lindsay Moore
Kingsley Bogard, LLP
600 Coolidge Drive, Suite 160
Folsom, CA 95630
Email: lmoore@kblegal.us

With Legal Notice Copy to:
Corinne Wittman-Wong,
Chief Executive Officer
11093 Sun Center Drive
Rancho Cordova, CA 95670
Email: cwittmanwong@webillems.com

10. LIMITATION OF LIABILITY

Other than as provided in this Agreement, CONFIRE’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall CONFIRE be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

The Parties have executed this Agreement on the dates indicated below.

CONSOLIDATED FIRE AGENCIES

WITTMAN ENTERPRISES, LLC

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

**EXHIBIT A
to AGREEMENT FOR SERVICES**

**City of Chula Vista
Contractor Agreement
With Wittman Enterprises, LLC
To Provide EMS Billing and Collection Services**

**CITY OF CHULA VISTA
CONTRACTOR AGREEMENT
WITH WITTMAN ENTERPRISES, LLC
TO PROVIDE EMS BILLING AND COLLECTION SERVICES**

This Agreement is entered into effective as of April 1, 2021 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and **Wittman Enterprises, LLC**, a California Corporation, (“Contractor”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, City, through its Fire Department, is building its own emergency medical transport program, which is scheduled to be implemented in April 2021, and needs emergency medical billing and collection services for this program; and

WHEREAS, in September 2020 City initiated Request for Proposal (RFP) P04-20/21, EMS Billing and Collection Services, pursuant to Chula Vista Municipal Code section 2.56.080; and

WHEREAS, staff has identified Contractor as the most qualified among those submitting; and

WHEREAS, Contractor warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor hereby agree as follows:

1. SERVICES

1.1 Required Services. Contractor agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor, from time to time, reduce the Required Services to be performed by the Contractor under this Agreement. Upon doing so, City and Contractor agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor provide additional services related to the Required Services (“Additional Services”). If so, City and Contractor agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Contractor expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Contractor to provide additional security for performance of its duties under this Agreement, Contractor shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Contractor shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Contractor shall submit for City’s information and approval a list of any and all subcontractors to be used by Contractor in the performance of the Required Services. Contractor agrees to take appropriate measures necessary to ensure that all subcontractors and

personnel utilized by the Contractor to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor under this Agreement, Contractor shall ensure that each and every subcontractor carries out the Contractor's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Contractor.

2.5 Reimbursement of Costs. City may reimburse Contractor's out-of-pocket costs incurred by Contractor in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor shall be responsible for any and all out-of-pocket costs incurred by Contractor in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Contractor for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor understands and agrees that payment to the Contractor or reimbursement for any Contractor costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor of the terms of

this Agreement. If City determines that Contractor is not entitled to receive any amount of compensation already paid, City will notify Contractor in writing and Contractor shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Contractor must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor must include all sub-Contractors/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractors must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City’s Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor’s insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be “Primary.” Contractor’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor and in no way relieves Contractor from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor’s insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor has obtained the Required Insurance in compliance with the terms of this Agreement. The words

“will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor’s obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties in combination with the active or passive negligent acts or omissions of the Contractor, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor's obligations under this Section 4 is Contractor's obligation to defend, at Contractor's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors, or vendors, CONTRACTOR will be obligated to pay for the CITY's defense until such time as a final judgement has been entered adjudicating the CITY as sole negligent. CONTRACTOR will be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and cost of litigation.

4.4. Contractor's Obligations Not Limited or Modified. Contractor's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor. Furthermore, Contractor's obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor agrees to pay any and all costs City incurs in enforcing Contractor's obligations under this Section 4.

4.6 Survival. Contractor's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONTRACTOR.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Contractors performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700).

In order to assure compliance with these requirements, Contractor shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Contractor is required to file a Form 700, Contractor warrants and represents that it has disclosed to City any economic interests held by Contractor, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor or Contractor's subcontractors. Contractor further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor. Such notice shall identify the Default and the Agreement termination date. If Contractor notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Contractor as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor may be entitled to compensation for work satisfactorily performed prior to Contractor's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Contractor agrees that it is subject to personal jurisdiction in California. If Contractor is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor irrevocably consents to service of process on Contractor by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor's unique qualifications and traits. Contractor shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor warrants and represents that they have the authority to execute same on behalf of Contractor and to bind Contractor to its obligations hereunder without any further action or direction from Contractor or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Contractors.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents ("Contractor Related Individuals"), except as set forth in this Agreement. No Contractor Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor Related Individuals; instead, Contractor shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor shall not at any time or in any manner represent that it or any of its Contractor Related Individuals are employees or agents of City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

(End of page. Next page is signature page.)

**SIGNATURE PAGE
CONTRACTOR SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

WITTMAN ENTERPRISES, LLC

DocuSigned by:
Corinne Wittman-Wong
BY: FFAFD11C38A84F...
CORINNE WITTMAN-WONG
CEO

CITY OF CHULA VISTA

DocuSigned by:
Mary Casillas Salas
BY: 062BF07C0386456...
MARY CASILLAS SALAS
MAYOR

ATTEST

DocuSigned by:
Kerry K. Bigelow
BY: 3074D104EAF342E...
Kerry K. Bigelow, MMC
City Clerk

APPROVED AS TO FORM

DocuSigned by:
Carol Trujillo
BY: A21F5789ABB74ED... For
Glen R. Googins
City Attorney

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contacts for Contract Administration and Legal Notice

A. City Contract Administration:

Emily Folker
276 Fourth Avenue, Building C, Chula Vista, CA 91910
619-409-5497
efolker@chulavistaca.gov

For Legal Notice Copy to:

City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Contractor Contract Administration:

WITTMAN ENTERPRISES, LLC
11093 Sun Center Drive, Rancho Cordova, CA 95670
916-669-4628
rharms@webillems.com

For Legal Notice Copy to:

Corinne Wittman-Wong
11093 Sun Center Drive, Rancho Cordova, CA 95670
916-669-4608
cwittmanwong@webillems.com

2. Required Services

A. General Description:

The City of Chula Vista, through its Chula Vista Fire Department, is in need of Emergency Medical Services (EMS) billing and collection services for its program providing Advanced Life Support ambulance services to Chula Vista, Imperial Beach and the Bonita Sunnyside Fire District, in accordance with the terms, conditions and specifications contained in Request for Proposals (RFP) No.P04-20/21.

Billing and collection services are needed as of April 1, 2021. This contract will commence on April 1, 2021 for a period of 15 months, and at City’s option, may be extended year-to-year (July through June) for up to three (3) option years, for a total of 51 months or to June 30, 2025.

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B. Detailed Description:

1. The CONTRACTOR shall provide detailed information on incomplete patient data. The City will provide electronic patient care records (ePCR) by providing access to our ePCR software. The City currently utilizes WATER's StreetEMS to capture patient data electronically, with a CAD download from TriTech. The City also uses a Fire Department data collection program WaterRMS into which EMS data is entered that references patient records. In the event a record is incomplete upon receipt, contractor shall obtain information.
2. In the event of any interruption in electronic provision, the CONTRACTOR must accept patient data via hard copy. CONTRACTOR must utilize a secure data transfer system such as SFTP for billing transfer or an alternative detailed description of the recommended process. The CONTRACTOR will also receive supplement patient information (such as FACE sheets, if available), via fax, email, or mail.
3. The software/hardware billing system will ensure complete and uninterrupted backup systems and a data recovery plan/system should a disaster occur. The CONTRACTOR is to provide their data recovery plan/system and provide information on data backups.
4. The CONTRACTOR will provide all software and hardware associated with the billing and collections process. The software will interface with WATER StreetEMS. Please provide description of the electronic file needed to transmit data from the City to CONTRACTOR and how that electronic file is to be created.
5. The CONTRACTOR will work to interface with San Diego Health Connect (HIE) aka "hub" on getting demographic/ billing/ and outcome data as it is available.
6. The CONTRACTOR will describe their audit process. The CONTRACTOR shall be responsible for reconciling ePCRs compared with CAD and WATER FireRMS data to ensure the following: a) there are no missing ePCRs, including ePCRs for each patient in a multiple patient incident, b) ePCRs meet minimum content criteria necessary to generate the appropriate fee schedule, c) fee schedules are accurate, d) billing codes are appropriate, e) reports are reviewed to capture itemized charges.
7. CONTRACTOR will screen each document for completeness of data and level of service; ALS1-2, BLS, AMA/ Releases/ DOA, medications and skills administered. Apply the appropriate ICD 10 diagnosis codes and procedure codes for billing purposes and demonstrate their ability to interpret ambulance transport data and provide accurate billing thereof. This will be inclusive of obtaining receiving hospital face sheets and patient/parent/guardian signature for authorization to bill.
8. The CONTRACTOR shall interface directly with ePCR vendor WATER. CONTRACTOR shall work with the City's Fire Department EMS staff to identify data input gaps, errors, or other data needs, and describe a means of obtaining solutions to these problems.
9. The CONTRACTOR shall bill electronically on the firm's secure server for the various claim types: Medicare, Medi-Cal, commercial insurances and private payers following all guidelines of CMS. CONTRACTOR should also process denials for all insurances including Medicare and Medi- Cal according to defined timelines.

10. The CONTRACTOR shall be responsible for obtaining demographic and insurance information from receiving hospitals.
11. The CONTRACTOR shall be responsible for obtaining “Assignment Authorization”, also known as “lifetime signature”, which allows CMS to pay the provider directly.
12. The CONTRACTOR shall provide postage for the mailing of all correspondence of the billing operation. The City will provide the CONTRACTOR the customer service instruments (Exhibit #2) and the HIPAA Notice of Patient Privacy brochure (Exhibit #3). Exhibits #s 2&3 are attached and may be modified at any time during the contract.
13. The CONTRACTOR will provide a liaison to the City. This individual shall be a full- time employee of the CONTRACTOR, have an extensive knowledge of EMS billing practices, as well as a grasp of EMS industry standard practices, and decision-making authority for problem resolution. This liaison shall be available during regular business hours, have an alternate contact available in his/her absence. The liaison shall provide overall management and coordination of the contract on the CONTRACTOR’S behalf and have access to technical assistance at all times.
14. The CONTRACTOR shall provide a minimum of six (6) hours of operational training and six (6) hours of management/finance training prior to the start of contractual services by the transfer of responsibilities to CONTRACTOR. The CONTRACTOR is to keep the City abreast on changes in the billing process and new requirements for data gathering as they occur. The CONTRACTOR shall also provide updates to the City on changes in federal and state laws related to services being provided. The CONTRACTOR also agrees to provide ongoing training throughout the contract as deemed necessary due to industry regulation changes, trends noted, product software changes; or to review services and how the CONTRACTOR and City can work together to further reduce debt owed, maintain medical protocols and ensure all services are accurately billed.
15. The CONTRACTOR will monitor all billing and regulatory changes impacting reimbursement and adjust its system to ensure regulatory compliance; and update the City of such changes with an explanation of how it will affect the City and its customers.
16. The CONTRACTOR will provide the City with policies regarding the following: code of conduct, staff and CONTRACTOR acknowledgment form, conflict of interest policy, background check policy, reporting compliance concerns policy.
17. Additionally, the CONTRACTOR will provide the City with the following procedures: General billing, coding and charge entry, credit balances/overpayments, hardship waivers, collections and write offs, patient signatures, denials, patient communications, patient confidentiality, records management and retention and quality assurance or continuous quality improvement. Quality assurance would ideally include a random 10% chart review by the supervisor for billing discrepancies.
18. CONTRACTOR shall provide acknowledgement of account placement within 10 days of submission via the same method that the account was submitted.
19. The CONTRACTOR to provide the City access to the CONTRACTOR’S database via web link or other method(s) in order to determine the progress of the collection efforts. This method must be

maintained throughout the life of the contract and the City will retain data ownerships at the end of the contract's term.

20. For all accounts that are assigned to the CONTRACTOR, all customer contact, including notices, mailing, itemizations, small claims, bankruptcy filings, and miscellaneous requests and inquiries, is the sole responsibility of the CONTRACTOR. The CONTRACTOR will be fully responsible for maintaining accurate records of all correspondence, documents, accounting records, transactions and other relative evidence. CONTRACTOR will also be solely responsible for any and all costs incurred in and associated with the collection of debts referred to it by the City.
21. The CONTRACTOR will apply and participate in Section 1011 of the Medicare Modernization Act, which involves reimbursement for care of undocumented aliens. CONTRACTOR agrees to submit any claims to Trailblazer, within 180 days of end of federal fiscal quarter in which the service was provided and provide a report with a list of all 1011 claims and reimbursements submitted to Trailblazer to the City of Chula Vista.
22. Please provide two plans for remitting payment to the City and CONTRACTOR being paid for services. The first should be based upon the cumulative daily deposits to the City's bank account with a detailed electronic notification sent. The second scenario would be a monthly remittance/reconciliation of the prior month's activities. Please provide benefit/cost/accounting analysis of both options as well as time frames for activities. For example, deposit and notification within three (3) days of receipt, monthly reports by tenth (10th) day of following month, etc.
23. CONTRACTOR shall provide customer service representatives that are available at a minimum from 8:00 AM – 4:30 PM, Pacific Time, Monday through Friday, excluding major holidays. A toll-free number shall be provided, as well as fax and email. The CONTRACTOR will provide sufficient Customer Service Representative(s) to assist patients and/or third-party payees in all billing inquiries in a timely manner, not to exceed two (2) business days. The CONTRACTOR will agree to employ courteous business procedures throughout the term of the contract with our customers and with City personnel. Spanish-speaking representatives shall be available, as shall a language translation service for other language needs of patients or their representatives.
24. CONTRACTOR shall provide to the City a monthly report on the status of each account including; account number, patient number, call number, customer name, date of service, the amount received, the charges waived, the balance due and date of last payment, and the actions taken on the account. If an account is deemed uncollectible, information regarding this determination must be provided to the City.
25. CONTRACTOR shall provide to the City monthly financial detailed and summary reports including totals for receipts, accounts receivable, and total accounts receivable collection percentage, write-offs (mandatory and other), and refund reports (including refunds pending). Additional reports that the City may need, or request will automatically be formatted to their specifications and sent. Repeat caller reports will be provided quarterly.
26. The CONTRACTOR will also provide monthly revenue reports that separate monthly income based on Chula Vista Fire call origination/location. These revenue reports should be with and without write

offs and include a description of credits, percentage of total quantity and total amounts. Reports should have the capability to be run by any requested date parameters.

27. CONTRACTOR will provide monthly insurance payer mix report. This should include the description of insurance, percentage of total for Medicare, Medi-Cal, Private Insurance, and Self pays with total amounts.
28. The CONTRACTOR will provide monthly billing reports with the total base charges ALS1-2, BLS, AMA/ Releases/ DOA, First Responder Fee, for resident/ non-resident, District/ City and the add on of a first responder fee billed for the month. Along with the quantity of medications, skills and bundling type per billing category. In addition to the charged amounts the amount collected per base charged in the specific category should be provided in the monthly report.
29. The City's accounting methodology is a modified accrual system. CONTRACTOR shall provide to the City an annual financial summary report as of June 30 (City's fiscal year end) including totals for receipts, net accounts receivable, total accounts receivable, write-offs and collection percentage. This report should be submitted to the City no later than July 30th of each year, for the previous fiscal year.
30. CONTRACTOR is to provide reports not specifically identified in this RFP that would be useful to the City EMS/Service and or accounts receivable process. For example, revenue trend analysis, future outlook, etc.
31. CONTRACTOR shall guarantee the confidentiality, security and safety of all files, documents, and information provided by the City, except as to disclosure required by federal and state laws and regulations. The CONTRACTOR will comply with all federal, state, and local statues and regulations regarding protected health information, including the Health Insurance and Portability and Accountability Act of 1996 (HIPAA).
32. CONTRACTOR will exercise its best ethical, prudent, lawful and professional efforts to secure collections on all accounts referred by the City. Collections activities shall comply with all federal, state and local laws, including but not limited to the Federal Fair Debt Collection Practices Act.
33. CONTRACTOR will process all customer payments in accordance with applicable Payment Card Industry (PCI) security requirements.
34. In accordance with the Fair and Accurate Credit Transaction (FACT) Act of 2003 (Red Flag Rules), the vendor must have an identity theft prevention program in place. The City may request a copy of your company's policy. CONTRACTOR will be responsible for all "Breach" notifications concerning the loss of unprotected PHI in their possession in accordance with the Health Information Technology for Economic and Clinical Health Act (HITECH).
35. The CONTRACTOR will comply with all Centers for Medicare & Medicaid (CMS) regulations and applicable State Medi-Cal regulations regarding claim submittal and processing in its entirety. CONTRACTOR will remain current in CMS regulations and inform the City if its current practices need to be modified to adhere to all regulatory compliance matters. Any reductions in Medicare or Medi-Cal reimbursement that are the result of failures on the part of CONTRACTOR to submit claims

in accordance with established timelines (where the delay is solely the fault of the CONTRACTOR) will not be transferred to the City. CONTRACTOR will be responsible, in these situations, to reimburse the City as if the reimbursement was not reduced for the late submission. The City may request an authorization to bill.

36. CONTRACTOR shall be HIPAA compliant, enter into a HIPAA business associate agreement with the City (if selected), and maintain HIPAA compliance throughout the term of the contract. Please provide a HIPAA certification or a statement on compliance as well as a draft business associate agreement. Any violations of HIPAA by the Agency will be grounds for contract termination.
37. The CONTRACTOR shall meet with City staff upon execution of contract to discuss all the goals of the relationship, the services to be provided and other topics relevant to performing emergency medical services billing on behalf of the City.
38. At any time, all records of the CONTRACTOR pertaining to the City shall be subject to inspection, review, or audit by City, state or federal officials, during the contract period and for seven (7) years after the termination of the contract. CONTRACTOR shall retain records according to an agreed upon retention plan. Thereafter the CONTRACTOR will release them to the City of Chula Vista for permanent storage, or at the City request, be properly destroyed. The shredding must be done on CONTRACTOR'S site
39. CONTRACTOR shall not assign or subcontract any portion of this agreement or transfer or assign any claim, pursuant to this contract, without the written consent of the City. (This includes the outsourcing or offshoring of data)
40. CONTRACTOR shall make contacts with delinquent accounts under the name of the CONTRACTOR and not the City of Chula Vista.
41. Any settlement of principal or charges shall be agreed upon in writing between the CONTRACTOR and the City, prior to acceptance.
42. The City reserves the right to terminate the contract at any time by providing thirty-day written notice for convenience or cause. In the event of contract termination or the bankruptcy/dissolution of the CONTRACTOR, all accounts, payments and documentation made on behalf of the City accounts shall be returned to the City, regardless of status or payment arrangements made with consumers.
43. CONTRACTOR will not enter into any Third-Party Agreements (TPA) with clearinghouses, insurance companies or any other arrangement that results in a reduction of reimbursement without the written approval of the City. Absent of such written approval, CONTRACTOR will consider any reduced reimbursement from such arrangements to be solely at their expense and will reimburse City as if the reimbursement was provided in full.
44. CONTRACTOR will assist the City in applying for MediCal healthcare provider status once transport operations have commenced.
45. CONTRACTOR will be required to file Medi-Cal Ground Emergency Medical Transport (GEMT) claims reports with the identified administrative agency, as well as provide any required documentation.

46. The CONTRACTOR will assist in providing the necessary data needed to apply for additional governmental cost recovery programs such as, GEMT, GEMT Quality Assurance Fee (QAF), and Public Provider Intergovernmental Transfer (PPIGT). The CONTRACTOR shall provide examples of how they provide these services to other governmental agencies, and describe their experience in processing claims for federal supplemental reimbursement programs. The CONTRACTOR shall provide the necessary reporting on the reimbursement of these funds and transfer these funds to the City during the month they were received.
47. To the extent possible, the CONTRACTOR will provide electronic claims processing and paper filings to all insurance companies. The first invoice will be dated no later than two (2) business days after the ePCR is available to the CONTRACTOR on the secured website. The second notice will be sent to the patient or responsible party thirty (30) days after the original invoice. The third notice (final notice) will be sent to the patient or responsible party thirty (30) days after the second notice has been mailed. Exceptions can be made for extenuating circumstances (ie pending litigation).
48. All payments received by the CONTRACTOR on behalf of City of Chula Vista will be deposited to the City of Chula Vista-designated bank account within three (3) business days. On a daily basis, records of deposits will be correlated with database reports.
49. The CONTRACTOR agrees to negotiate and arrange a modified payment schedule for those individuals who are unable to pay the full amount when invoiced. The CONTRACTOR is authorized to establish a monthly payment of no less than \$25.00 per month and is to ensure those individuals continue to pay at least that amount for the duration of the invoice.
50. The CONTRACTOR will collect from the patient any remaining amount after patient's insurance or other third-party payments are made, when permitted by law and provider agreement.
51. The CONTRACTOR also agrees to provide:
52. All invoices and related insurance forms with remittance advice.
53. Return envelope with the address to be designated and approved by the City of Chula Vista. Window envelopes are acceptable for satisfying this requirement. Invoice envelopes will indicate "Address Service Correction."
54. Postage for the mailing of all said invoices and forms for the billing operation.
55. Patient statement with a message stating, "all checks must be made payable to the City of Chula Vista." Sample of invoice to be provided to the City of Chula Vista and approved prior to implementation.
56. Reasonable effort to locate and correct any incorrect billing address for billable patients.
57. A working arrangement with all City of Chula Vista-serviced hospitals.
58. The CONTRACTOR will work with the City of Chula Vista staff to maximize collections as allowed and serve as a consultant in the area of fee schedules (e.g. bundling vs. unbundling) or other matters as applicable. The universal base rate for all transports will remain at the level approved by the city council, but the CONTRACTOR will evaluate all other service fees such as mileage, oxygen, procedures, medications, etc. initially and periodically thereafter to optimize the net revenue collected by the city for services. The CONTRACTOR will utilize their existing data for regional provider agencies and payors to provide city with service fee recommendations.

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin April 1, 2021 and end on June 30, 2022 (15 months) for completion of all Required Services.

4. Compensation:

A. Form of Compensation

Single Fixed Fee. For performance of all of the Required Services by Contractor as herein required, City shall pay a single fixed fee of 3.25% of net receipts billed and collected with an anticipated amount not to exceed \$500,000 annually, upon completion of all Required Services to City's satisfaction.

B. Reimbursement of Costs

None, the compensation includes all costs

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor for services performed through June 30, 2025 shall not exceed \$2,500,000.

5. Special Provisions:

Public Agency Participation: Other public agencies (e.g. city, county, public corporation, political subdivision, school district, or water authority) may want to participate in this award of this contract based on RFP P04-20/21. The City of Chula Vista shall incur no financial responsibility in connection with any contract by another public agency. The public agency shall accept sole responsibility for contracting and making payments to the successful respondent.

Permitted Sub-Contractors: InfoSend (Anaheim, CA), Apexon (Southfield, MI), and Ability Network (Minneapolis, MN)

Security for Performance: None

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for three (3) additional terms, defined as a one-year increment (July to June) ending on June 30, 2025, for a total contract term of 51 months. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to zero (0) percent for each extension. The City shall give written notice to Contractor of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document. Such notice shall be provided at least 30 days prior to the expiration of the term.

EXHIBIT B
INSURANCE REQUIREMENTS

Contractor shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

| | Type of Insurance | Minimum Amount | Form |
|-------------------------------------|--|---|---|
| <input checked="" type="checkbox"/> | General Liability: Including products and completed operations, personal and advertising injury | \$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement | Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i> |
| <input checked="" type="checkbox"/> | Automobile Liability | \$1,000,000 per accident for bodily injury, including death, and property damage | Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned |
| <input checked="" type="checkbox"/> | Workers' Compensation Employer's Liability | \$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement | |

Other Negotiated Insurance Terms: Professional Liability \$2,000,000

EXHIBIT C CONTRACTOR CONFLICT OF INTEREST DESIGNATION

The Political Reform Act¹ and the Chula Vista Conflict of Interest Code² (“Code”) require designated state and local government officials, including some Contractors, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Contractors designated to file the Form 700 are also required to comply with certain ethics training requirements.³

- A. Contractor **IS** a corporation or limited liability company and is therefore EXCLUDED⁴ from disclosure.
- B. Contractor is **NOT** a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

| Name | Email Address | Applicable Designation |
|---|-------------------------|---|
| Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i> | Enter email address(es) | <input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the Contractor shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input checked="" type="checkbox"/> C. Excluded from Disclosure |

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Contractor,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Contractor will provide. Notwithstanding this designation or anything in the Agreement, the Contractor is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the Contractor’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Emily Folker

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).

**EXHIBIT B
to AGREEMENT FOR SERVICES**

ADDITIONAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of their profession for services to California public agencies.
2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, and recordings prepared for, written for, or submitted to CONFIRE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by CONFIRE as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
4. **TERMINATION.**
 - a. **With Cause by CONFIRE.** CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the Contractor; or
 - (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Written notice by CONFIRE shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor. If the expense, fees, and/or costs to CONFIRE exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to CONFIRE upon the receipt of CONFIRE's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.
 - b. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by CONFIRE; or
 - (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
 - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.
 - c. Upon termination, Contractor shall provide CONFIRE with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
5. **INDEMNIFICATION.** As set forth in Exhibit A to this Agreement.
6. **INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit A to the Agreement.
7. **CONFIDENTIALITY.** The Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of CONFIRE, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to CONFIRE notice(s) of the legal process", but in no event shall do so any later than forty-eight (48)

hours or such shorter time frame as necessary so that CONFIRE may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.

- 8. CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify CONFIRE of this information.
- 9. APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon CONFIRE until CONFIRE's legislative body has approved all the terms and conditions contained herein.
- 10. DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
- 11. COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of CONFIRE and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify CONFIRE, in writing, and, at the sole option of CONFIRE, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from CONFIRE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying CONFIRE of the violation, Contractor shall bear all costs arising therefrom.
- 12. PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. ANTI-DISCRIMINATION.** It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work 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, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 14. AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- 15. EVALUATION OF CONTRACTOR AND SUBORDINATES.** CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:
- Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)
- 16. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise

modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.

- 17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
- 18. ASSIGNMENT AND SUCCESSORS.** Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
- 19. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
- 20. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's

reasonable control.

- 21. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which CONFIRE's principal administrative office is located.
- 22. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- 23. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 24. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between CONFIRE and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both CONFIRE and Contractor.
- 25. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 26. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 27. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 28. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
- 29. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.