



CONFIRE BOARD OF DIRECTORS MEETING

MONDAY, DECEMBER 11, 2023 – 9:00 AM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

AGENDA

The CONFIRE Board of Directors Meeting is scheduled for Monday, December 11, 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 Board of Directors at this time; however, the Board 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 Board of Directors.

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

OPENING

- a. Call to order
- b. Flag Salute

ROLL CALL

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require member abstentions due to conflict of interests and financial interests. Board 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 Board of Directors. An item may be removed by a Board Member or member of the public for discussion and appropriate action.

- [1.](#) Approve the Board of Directors Minutes of May 30, 2023
- [2.](#) FY22-23 CONFIRE Operations Statement
- [3.](#) FY 22-23 Fund Balance Report
- [4.](#) 2023 YTD Call Summary
- [5.](#) YTD Answering Times
- [6.](#) Billable Incidents
- [7.](#) Call Processing Time Analysis
- [8.](#) EMD - ECNS Performance Standards
- [9.](#) Resolution 2023-06: Resolution authorizing application to the Director of Industrial Relations, State of California for a Certificate of Consent to Self-Insure Workers' Compensation Liabilities

UPDATE ON CONFIRE ACTIVITIES - CONFIRE Director to give an update on the various activities within CONFIRE.

- a. Staffing
- b. EMD
- c. ECNS
- d. County Clarification Sub-Committee Update - Chief McHargue
- e. Executive Director Search Committee Update - Chief McCliman

OLD BUSINESS

NEW BUSINESS



BOARD OF DIRECTORS MEETING

TUESDAY, MAY 30 – 10:00 A.M.

LOMA LINDA-EOC, 25541 BARTON RD., LOMA LINDA

MINUTES

ROLL CALL

BOARD OF DIRECTORS COMMITTEE MEMBERS:

Chair – Lynne Kennedy, Mayor Pro Tem – City of Rancho Cucamonga

Vice Chair – Phill Dupper, Mayor – City of Loma Linda

Dan Leary, Board President – Apple Valley Fire Protection District

John DeMonaco, Board Member – Chino Independent Fire District

John Echevarria, Council Member – City of Colton

Denise Davis, Council Member – City of Redlands *Absent*

Andy Carrizales, Mayor Pro Tem – City of Rialto

Joe Baca, Jr., 5th District Supervisor – San Bernardino County

Elizabeth Becerra, Council Member – City of Victorville *Absent*

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 Board of Directors (Limited to 30 minutes; 3 minutes allotted for each speaker)

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require Board Member abstentions due to conflict of interests and financial interests. CONFIRE Board of Director 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 Board of Directors. An item may be removed by a Board Member or member of the public for discussion and appropriate action.

1. Approve the Board of Directors Minutes of March 16, 2023
2. CONFIRE Operations Statement thru April 30, 2023
3. FY 2022-23 Fund Balance Report as of April 30, 2023

4. 2023 YTD Call Summary
5. YTD Answer Times
6. Billable Incidents

ACTION REQUEST: The Administrative Committee requests the Board accept and approve consent items 1 thru 6.

ACTION: *The CONFIRE Board of Directors accepts and approves consent items 1 - 6.*

Motion by: *Phill Dupper*

Second: *Joe Baca Jr.*

Dan Leary – Yes

John DeMonaco - Yes

John Echevarria – Yes

Lynne Kennedy – Yes

Denise Davis – Absent

Andy Carrizales - Yes

Elizabeth Becerra - Absent

Ayes: 7

Noes: 0

Abstain: 0

Absent: 2

Motion Approved

UPDATE ON CONFIRE ACTIVITIES – CONFIRE Director to give an update on the various activities within CONFIRE.

- a. Staffing
- b. EMD
- c. ECNS
- d. Management Updates

OLD BUSINESS

NEW BUSINESS

7. Acceptance of UASI 2022 Grant Funds – Mike Bell – **ACTION ITEM**

ACTION REQUEST: The CONFIRE Administrative Committee requests the CONFIRE Board of Directors approve the MOU with Riverside UASI for grant award of \$300,000 for the 2022 period to be utilized for the regional CAD to CAD project.

ACTION: *The CONFIRE Board of Directors approves the MOU with Riverside UASI for grant award of \$300.00 for the 2022 period to be utilized for the regional CAD to CAD project.*

Motion by: *Joe Baca Jr.*

Second: *Andy Carrizales*

Dan Leary – Yes

John DeMonaco - Yes

John Echevarria – Yes

Phill Dupper – Yes

Lynne Kennedy – Yes

Denise Davis – Absent

Elizabeth Becerra - Absent

Ayes: 7

Noes: 0

Abstain: 0

Absent: 2

Motion Approved

8. Discussion of draft agreement between CONFIRE and San Bernardino County for certain administrative functions. – **DISCUSSION/ACTION ITEM**

ACTION REQUEST: County Project Sub-Committee Chair, Tim McHargue and Interim Director Nathan Cooke, recommend the approval and/or adoption of the following components of the County Clarification Project (each taken as separate items):

1. Approve draft agreement between San Bernardino County and CONFIRE for the provision of certain County services to CONFIRE. Authorize the CONFIRE Admin. Chiefs and/or Director to fully execute the agreement pending final review and approval by CONFIRE legal counsel to be effective July 1, 2023.
2. Adopt Resolution 2023-01 – Requesting Membership in the California intergovernmental Risk Authority (CIRA) and participation in the CIRA Workers' Compensation Program, and Designation of the Authorized Board Representatives and their authority effective July 1, 2023.
3. Adopt Resolution 2023-02 – Approving CONFIRE JPA joining San Bernardino County Employees' Retirement Association (SBCERA0 as an SBCERA Participating Employer effective July 1, 2023.

ACTION REQUEST: Approve draft agreement between San Bernardino County and CONFIRE for the provision of certain County services to CONFIRE. Authorize the CONFIRE Admin. Chiefs and/or Director to fully execute the agreement pending final review and approval by CONFIRE legal counsel to be effective July 1, 2023.

ACTION: *The CONFIRE Board of Directors approves the draft agreement between San Bernardino County and CONFIRE for the provision of certain County services to CONFIRE. The Board of Directors authorizes the CONFIRE Admin. Chiefs and/or Director to fully execute the agreement pending final review and approval by CONFIRE legal counsel effective July 1, 2023.*

Motion by: *Andy Carrizales*

Second: *Phill Dupper*

Dan Leary – Yes

John DeMonaco - Yes

John Echevarria – Yes

Lynne Kennedy – Yes

Denise Davis – Absent

Joe Baca Jr., - Yes

Elizabeth Becerra - Absent

Ayes: 7

Noes: 0

Abstain: 0

Absent: 2

Motion Approved

9. Resolution #2023-01: Approval of Worker’s Comp program with California Interagency Risk Authority (CIRA) – **ACTION ITEM**

ACTION REQUEST: Approve Resolution #2023-01. Resolution of the CONFIRE Board of Directors requesting membership in the California Intergovernmental Risk Authority (CIRA) and participation in the CIRA Workers’ Compensation Program, and designation of the authorized Board Representative and their authority.

ACTION: *The CONFIRE Board of Directors approves the adoption of Resolution #2023-01 as presented.*

Motion by: *Joe Baca Jr.*

Second: *Phill Dupper*

Dan Leary – Yes

John DeMonaco - Yes

John Echevarria – Yes

Lynne Kennedy – Yes

Denise Davis – Absent

Andy Carrizales - Yes

Elizabeth Becerra - Absent

Ayes: 7

Noes: 0

Abstain: 0

Absent: 2

Motion Approved

10. Resolution #2023-02: Approval of transition to stand-alone entity in San Bernardino County Employees Retirement Association (SBCERA). – **ACTION ITEM**

ACTION REQUEST: The CONFIRE Administrative Committee requests the CONFIRE Board of Directors adopt Resolution #2023-02 to participate in San Bernardino County Employees’ Retirement Association (“SBCERA”)

ACTION: *The CONFIRE Board of Directors approves the adoption of Resolution #2023-02 as presented.*

Motion by: *Joe Baca Jr.*

Second: *Phill Dupper*

Dan Leary – Yes

John DeMonaco - Yes

John Echevarria – Yes

Lynne Kennedy – Yes

Denise Davis – Absent

Andy Carrizales - Yes

Elizabeth Becerra - Absent

Ayes: 7

Noes: 0

Abstain: 0

Absent: 2

Motion Approved

11. Budget FY23/24 Resolution #2023-03 – Karen Hardy – **ACTION ITEM**

ACTION REQUEST: The CONFIRE Administrative Committee requests the CONFIRE Board of Directors accept and adopt Resolution #2023-03, Adoption of Annual Budget for the Fiscal Year ending June 30, 2024.

ACTION: *The CONFIRE Board of Directors accepts and adopts Resolution #2023-03 as presented.*

Motion by: *Joe Baca Jr.*

Second: *Andy Carrizales*

Dan Leary – Yes

John DeMonaco - Yes

John Echevarria – Yes



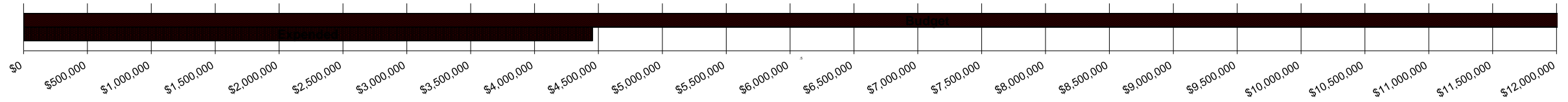
OPERATIONS FUND 5008
Unaudited MONTHLY SUMMARY FY 2023-24

Transactions thru October 31, 2023

Item 2.

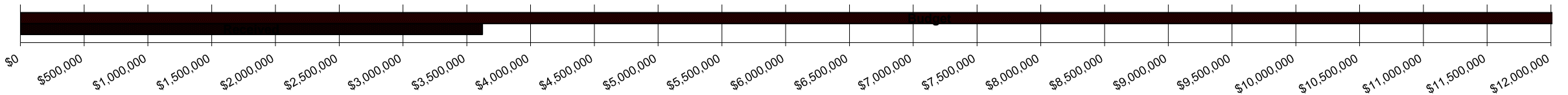
Expenditures	July	Aug	Sep	Oct	3 PP Nov	Dec	Jan	Feb	Mar	Apr	May	3 PP June	Total YTD Expended	2023/24 Budget	Bud - Exp Difference	% Used
Salary/Benefits	603,081	499,711	578,886	653,923	-	-	-	-	-	-	-	-	2,335,602	9,316,661	\$6,981,059	25.1%
Overtime/Call Back	32,907	27,470	29,306	29,115	-	-	-	-	-	-	-	-	118,798	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)		
	<u>Net</u>		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)		
	<u>Net</u>		(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



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

CONFIRE

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

Item 6.

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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Figure 2: CONFIRE PSAP 911 Call Pickup Times for Primary PSAP Transfers per ECaTS Reporting System. 3

Figure 3: EMS Call Pickup to First Unit Assigned. Includes all Emergency Call Types, and Calls With and Without Determinant Codes. 4

Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes. 5

Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes. 6

Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code. 7

Figure 7: Fire/Rescue Call Pickup to First Unit Assigned..... 8

Figure 8: Fire/Rescue Call Pickup to Queue. 9

Figure 9: Fire/Rescue Queue to First Unit Assigned.....10

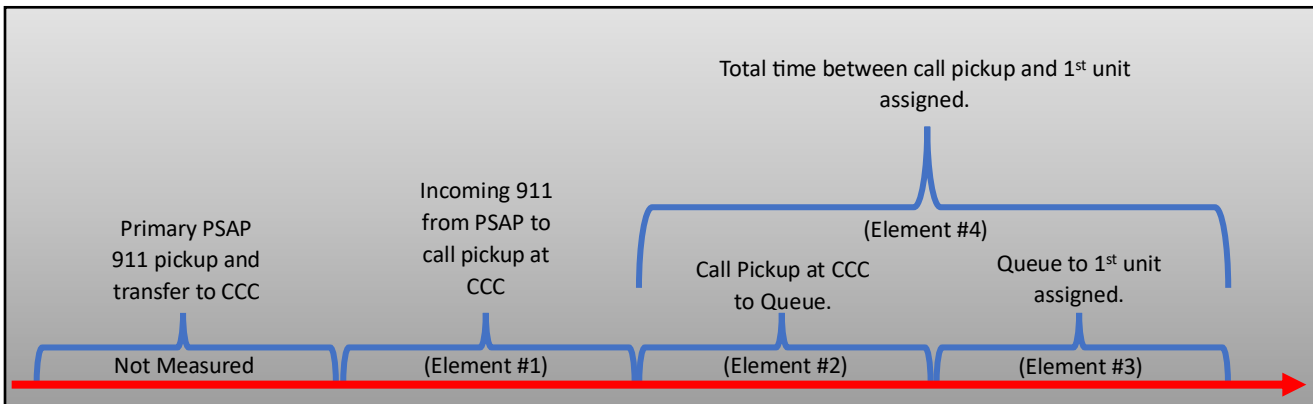
CONFIRE Emergency Call Processing Times.

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.

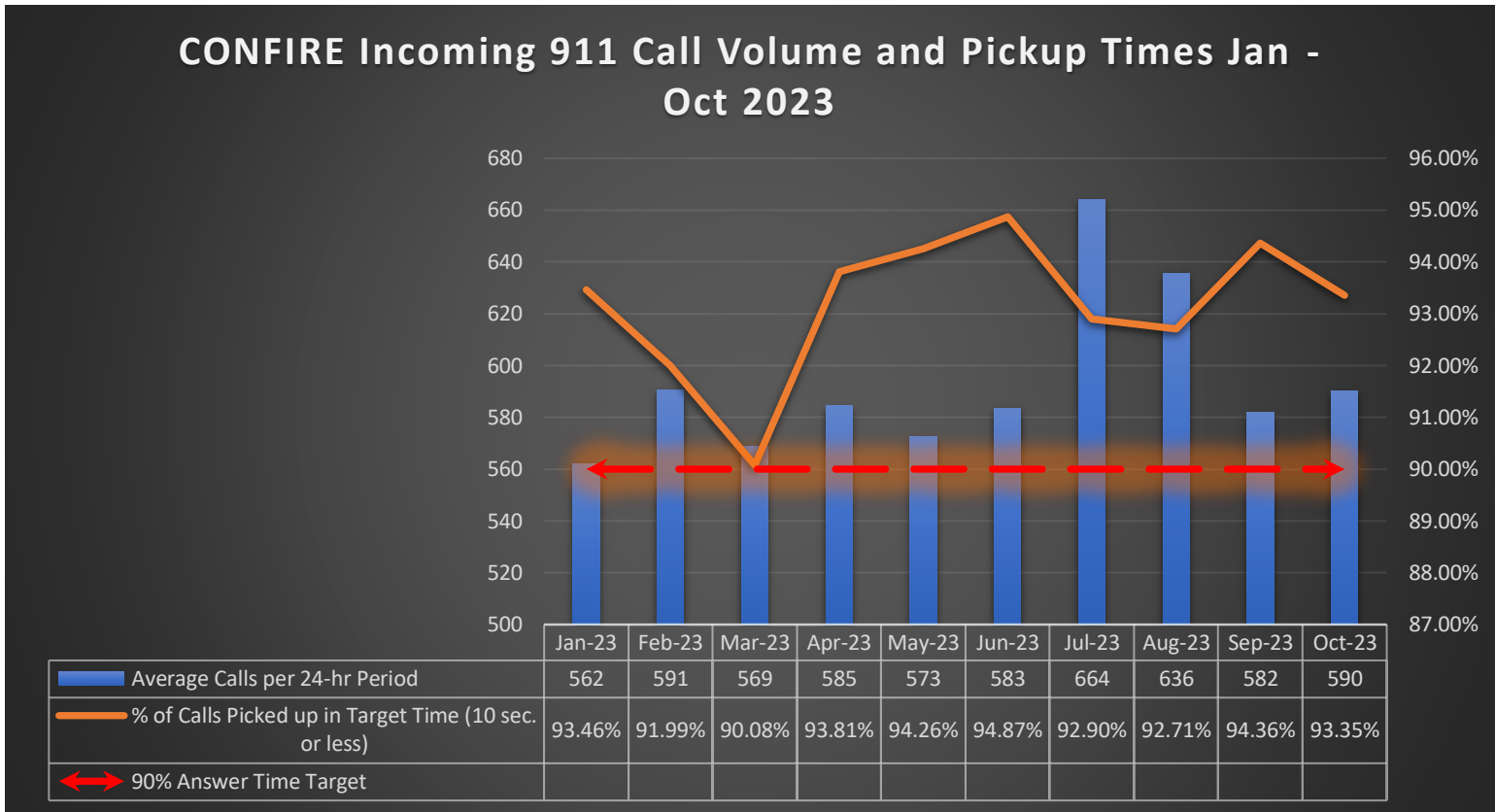
Figure 1: Visual display of elements captured in the analysis of call processing times at CONFIRE communications center.



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.

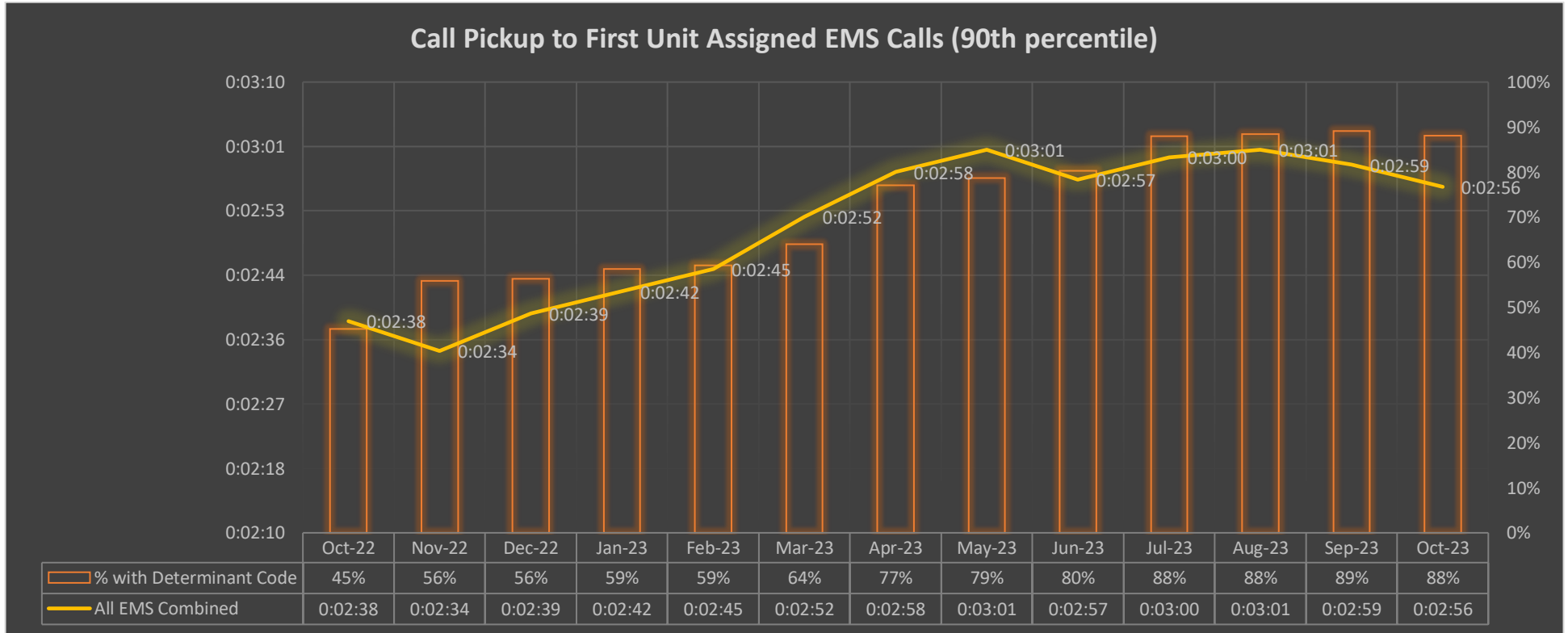


Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

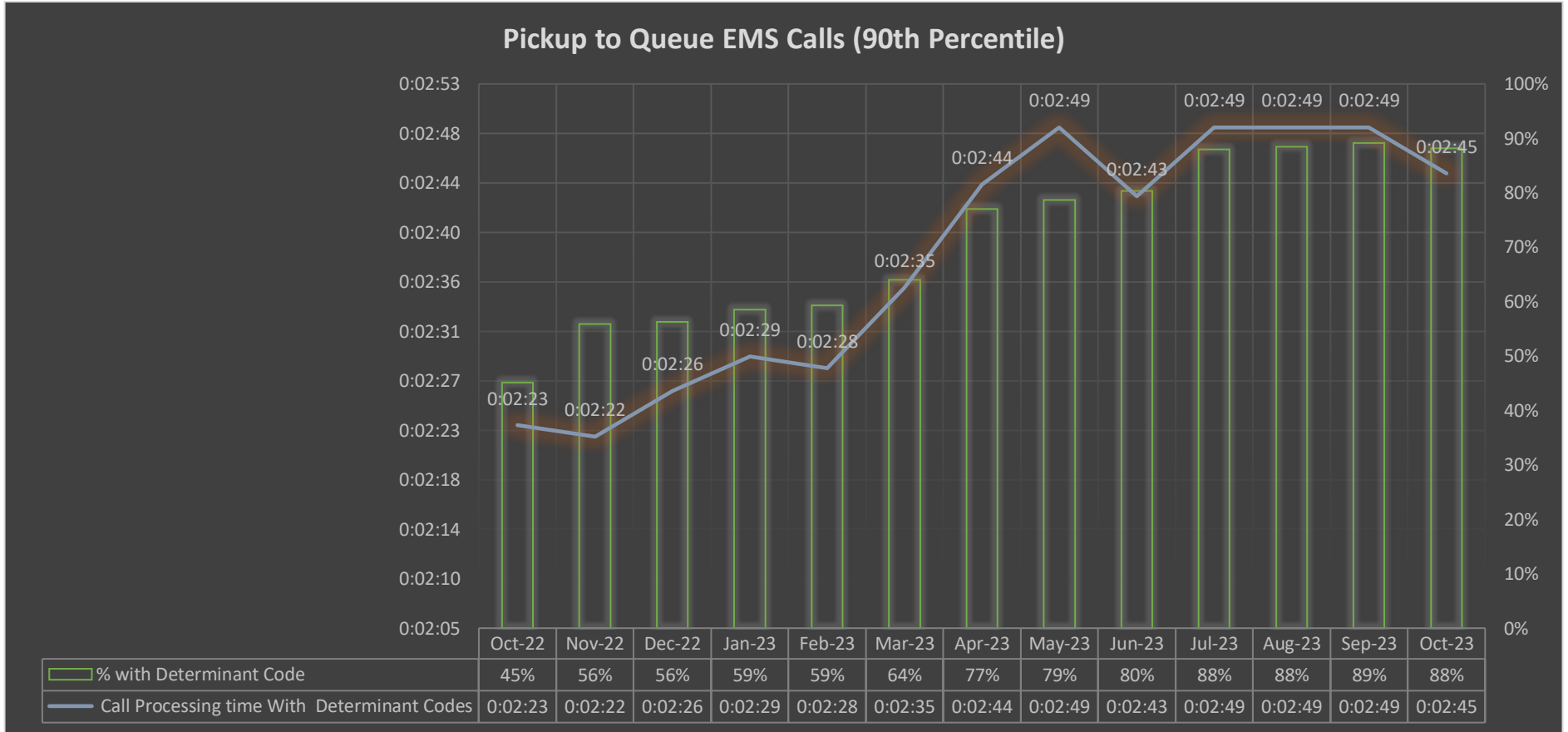


Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

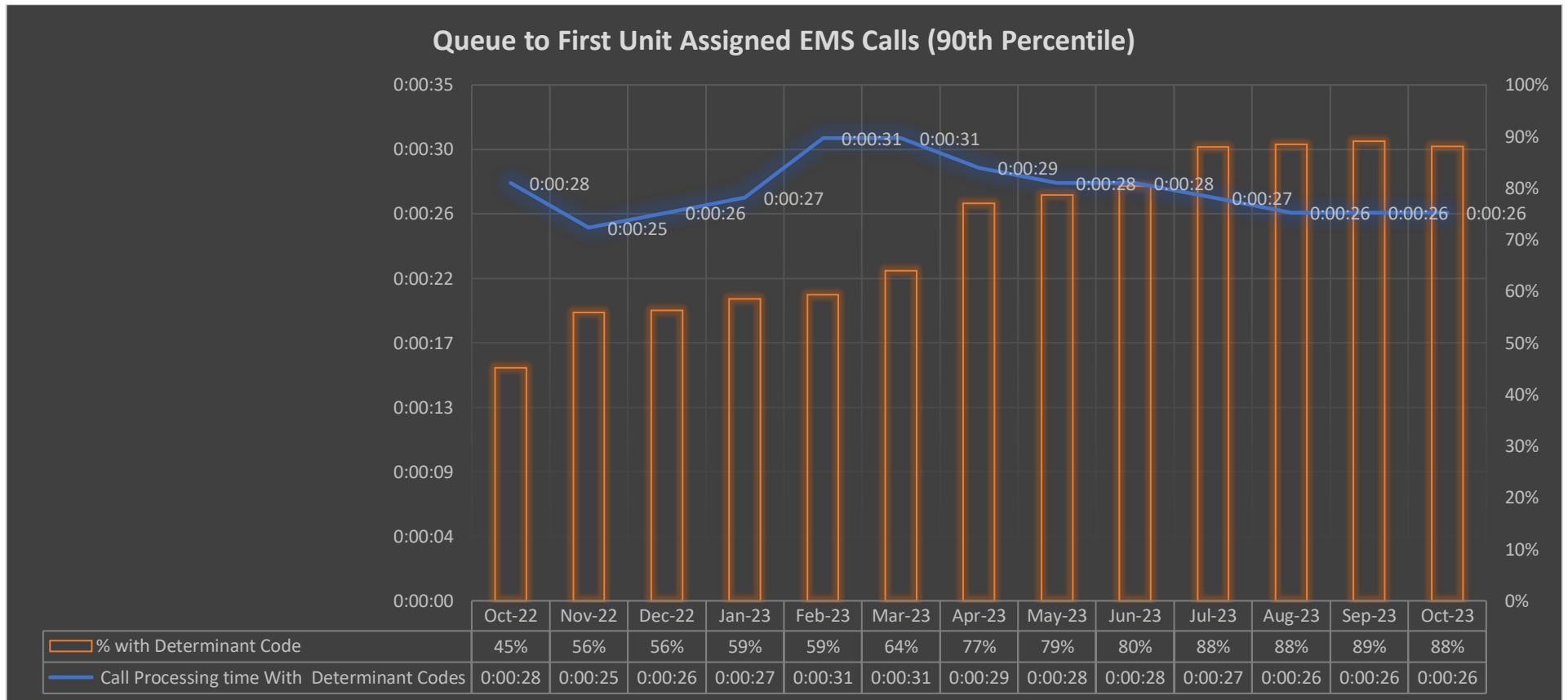
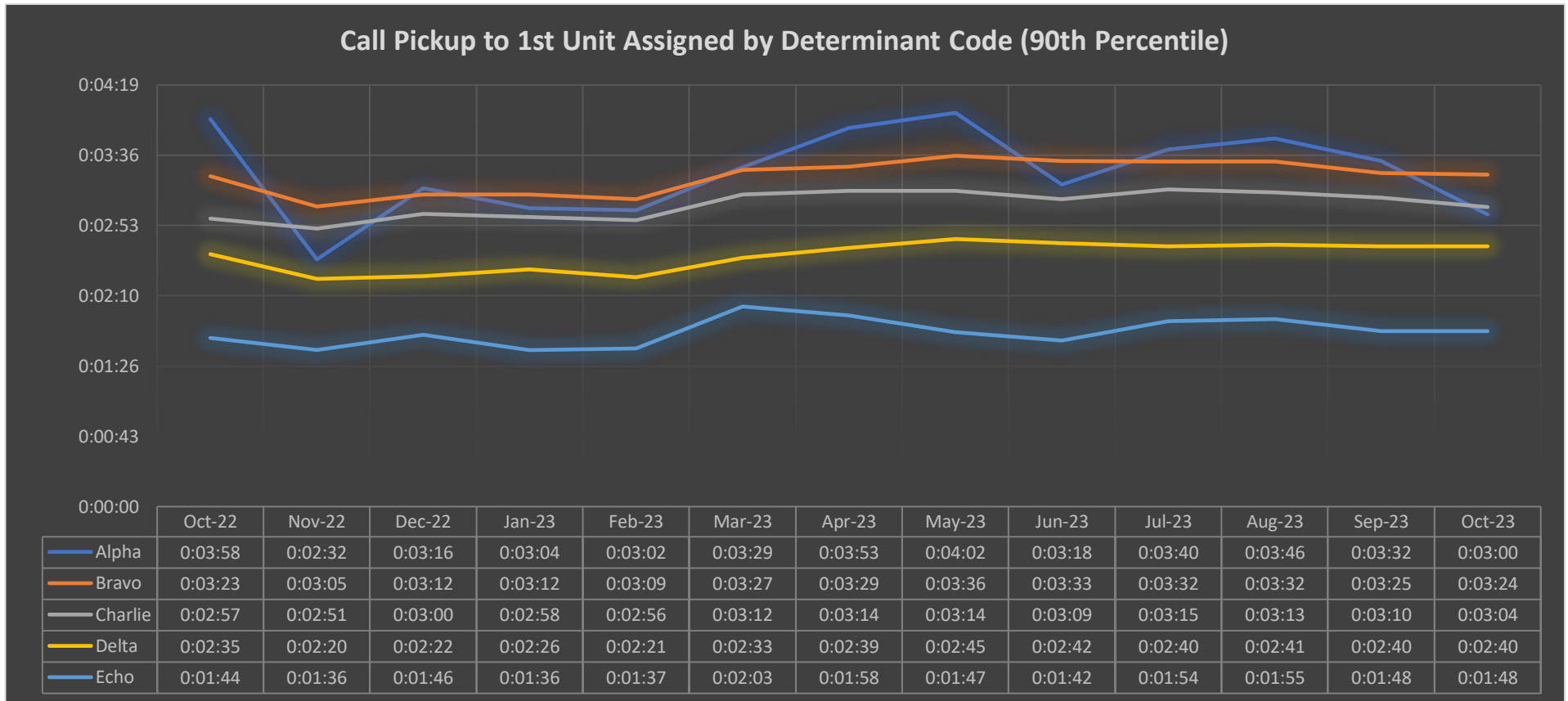


Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



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.

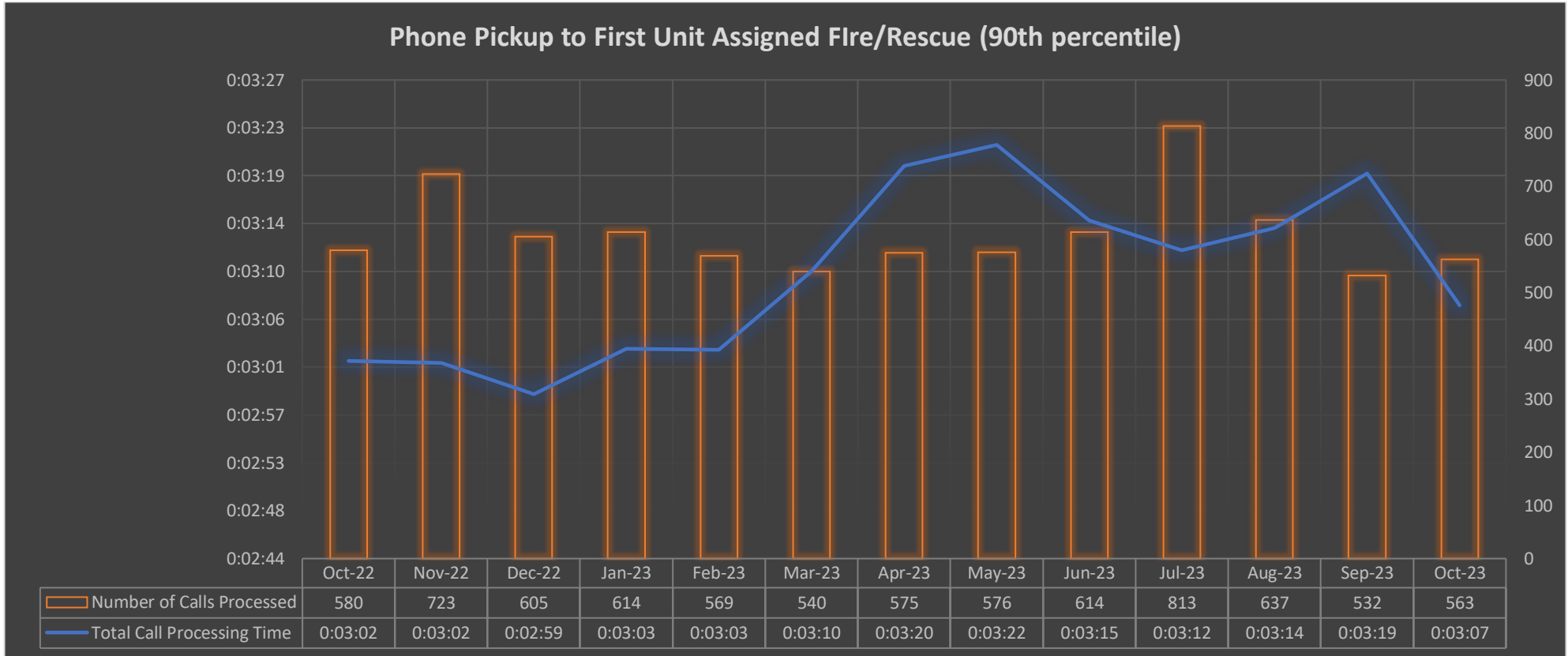


Figure 8: Fire/Rescue Call Pickup to Queue.

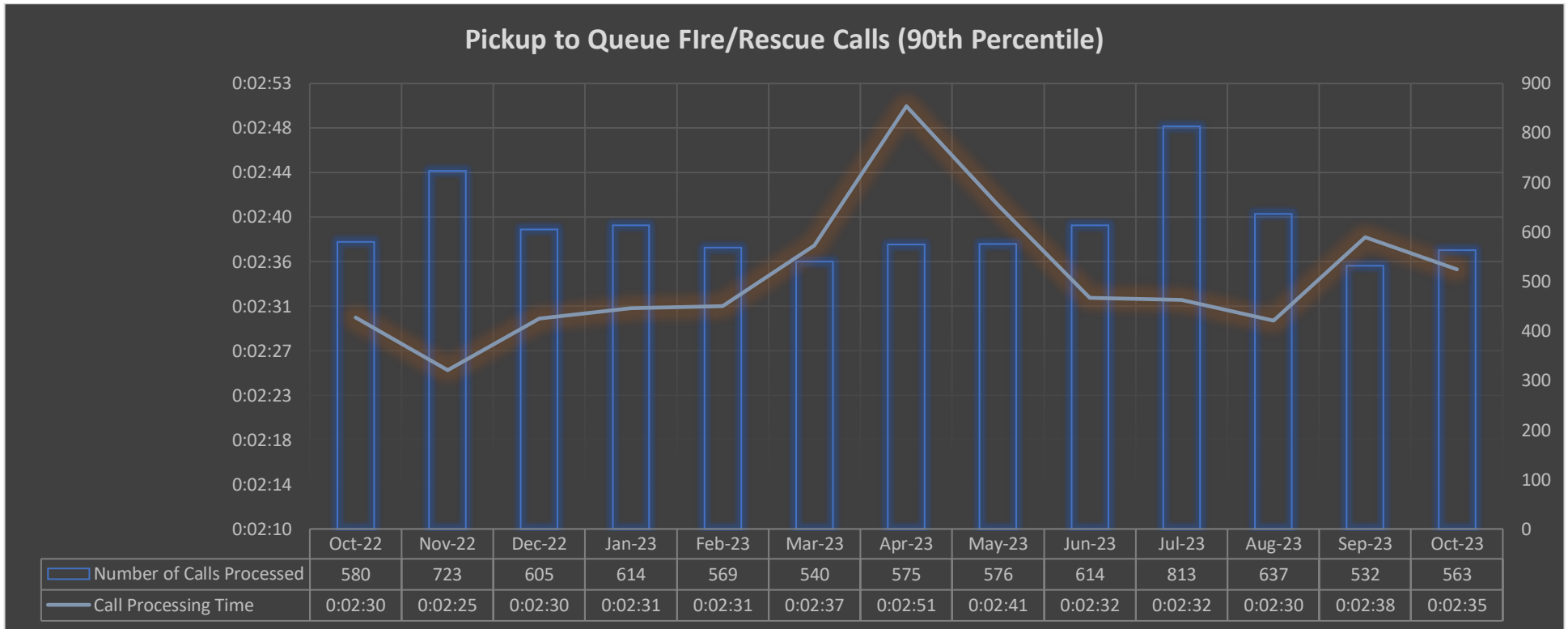


Figure 9: Fire/Rescue Queue to First Unit Assigned.

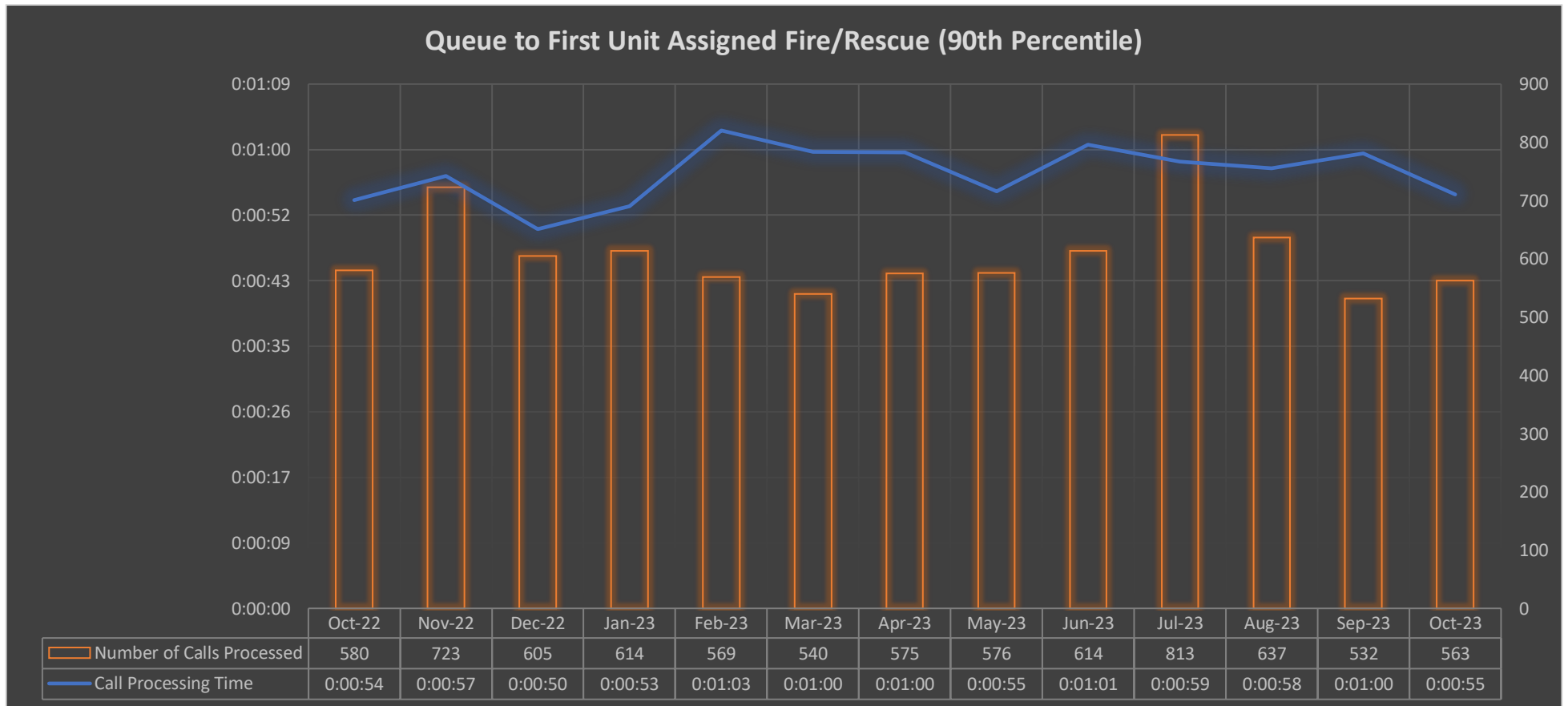


Table 1: EMS 911 calls for service and EMD completion for October 2023

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%

RESOLUTION NO.: 2023-06 DATED: 12/11/2023

**A RESOLUTION AUTHORIZING APPLICATION
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA
FOR A CERTIFICATE OF CONSENT TO SELF-INSURE
WORKERS' COMPENSATION LIABILITIES**

At a meeting of the BOARD OF DIRECTORS
(Enter Name of the Board)

of the CONSOLIDATED FIRE AGENCIES "CONFIRE"
(Enter Name of Public Agency, District, Etc.)

a JOINT POWERS AUTHORITY organized and existing under the
(Enter Type of Agency, i.e., County, City, School District, etc.)

laws of the State of California, held on the 11TH day of DECEMBER, 2023,

the following resolution was adopted:

RESOLVED, that the above named public agency is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities and representatives of Agency are authorized to execute any and all documents required for such application.

IN WITNESS WHEREOF: I HAVE SIGNED AND AFFIXED THE AGENCY SEAL.

X _____ DATE: 12/11/2023
SIGNED: Board Secretary or Chair

Printed Name

Title

Agency Name

Affix Seal Here

State of California
Department of Industrial Relations
Office of Self-Insurance Plans
11050 Olson Drive, Suite 230
Rancho Cordova, Ca. 95670
Phone (916) 464-7000
Fax (916) 464-7007



State of California
Department of Industrial Relations
OFFICE OF SELF-INSURANCE PLANS

**APPLICATION FOR CERTIFICATE OF CONSENT
TO SELF-INSURE AS A PUBLIC AGENCY EMPLOYER SELF-INSURER**
All questions must be answered. If not applicable, enter "N/A".

To the Director of the Department of Industrial Relations: The public agency employer identified below submits the following information to obtain a Certificate of Consent to Self-Insure the payment of workers' compensation under California Labor Code Section 3700.

LEGAL NAME OF APPLICANT (Show exactly as on Charter or other official documents):

Consolidated Fire Agencies

Address: 1743 Miro Way

City: Rialto State: CA Zip + 4: 92376 -

Federal Tax ID # of Group: 38-3878492

CONTACT - Who Should Correspondence Regarding This Applicant Be Addressed To:

Name: Nathan Cooke Title: Interim Comm Director

Company Name: Consolidated Fire Agencies

Address: 1743 Miro Way

City: Rialto State: CA Zip + 4: 92376 -

Phone: (909) 356-2302 E-Mail: ncooke@confire.org

TYPE OF PUBLIC ENTITY (Check one):

- City and/or County
- School District
- Police and/or Fire District
- Hospital District
- Joint Powers Authority
- Other (describe): _____

TYPE OF APPLICATION (Check one):

- New Application
- Reapplication (Merger/Unification)
- Reapplication (Name Change)
- Other (describe): _____

Date Self-Insurance Program will begin: 07/01/2023

CURRENT WORKERS' COMPENSATION PROGRAM

- Currently Insured with State Fund Policy # _____ Expiration Date: _____
- Currently Self Insured, Certificate # _____
- Other (describe): Insured as a department within the County of San Bernardino

CLAIMS ADMINISTRATION

Who will be administering your agency's workers' compensation claims? (Check one)

- JPA will administer
- Third Party Administrator, TPA Certificate # 152
- Public entity will self-administer Insurance Carrier will administer

Name of Third Party Administrator:

Name: Amber Davis Title: Director of Claims - Public Entity

Company Name: LWP Claims Solutions

Address: PO Box 340916

City: Sacramento State: CA Zip + 4: 95834 - _____

Phone: (916) 609-3654 E-Mail: a_davis@lwpcclaims.com

of claims reporting locations to be used to handle Agency's claims: 2

Does applicant currently have a California Certificate of Consent to Self-Insure? Yes No

If yes, what is the current Certificate Number: _____

Total Number of Affiliate's California employees to be covered by Group: _____

AGENCY EMPLOYER

Current # of Agency Employees: 99 # of Public Safety Employees (police//fire): 0

If school District, # of certificated employees: _____

Will all Agency employees be covered by this self-insurance plan? Yes No

If 'No', explain who is not covered and how workers' compensation coverage will be provided to the excluded employees:

JOINT POWERS AUTHORITY

Will applicant be a member of a JPA for workers' compensation ?

Yes No (If 'yes', complete the following)

Effective date of JPA Membership: 07/01/2023 JPA Certificate # 5017

Name of JPA: California Intergovernmental Risk Authority

AGENCY SAFETY PROGRAM

Does the Agency have a written Injury and Illness Prevention Program (IIPP)? Yes No

Individual responsible for Agency workplace safety and IIPP program:

Name: Mike Bell Title: Interim Assistant Director

Company Name: Consolidated Fire Agencies

Address: 1743 Miro Way

City: Rialto State: CA Zip + 4: 92376 -

Phone: (909) 816-4851 E-Mail: mbell@confire.org

SUPPLEMENTAL COVERAGE

1.) Will your program be supplemented by any insurance or pooled coverage under a **STANDARD** workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: Safety National

Policy #: SP 4066628 Effective Date of Coverage: 07/01/2023

2.) Will your program be supplemented by any insurance or pooled coverage under a **SPECIFIC EXCESS** workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

Retention Limits: _____

3.) Will your program be supplemented by any insurance or pooled coverage under an **AGGREGATE EXCESS** (stop loss) specific excess workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

Retention Limits: _____

RESOLUTION FROM GOVERNING BOARD

Attach a properly executed Governing Board Resolution. See attached sample resolution on page 5.

CERTIFICATION

The undersigned on behalf of the applicant hereby applies for a Certificate of Consent to Self-Insure the payment of workers' compensation liabilities pursuant to Labor Code Section 3700. The above information is submitted for the purpose of procuring said Certificate from the Director of Industrial Relations, State of California. If the Certificate is issued, the applicant agrees to comply with applicable California statutes and regulations pertaining to the payment of compensation that may become due to the applicant's employees covered by the Certificate.

X _____
SIGNED: Authorized Official / Representative

DATE: _____

Nathan Cooke

Printed Name

Interim Director

Title

Consolidated Fire Agencies

Agency Name

**CONFIRE****STAFF REPORT****DATE: December 11, 2023****FROM: Nathan Cooke
Interim Director****TO: Board of Directors**

SUBJECT: County of San Bernardino Ground Ambulance Agreement

Recommendation

It is recommended that the CONFIRE Board of Directors (BOD) accept and file the executed agreement between the County of San Bernardino and CONFIRE 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.

Background Information

The CONFIRE Administrative Committee authorized the Interim Director to enter into and execute the agreement between the County of San Bernardino and CONFIRE 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, in the event that the County of San Bernardino awards the contract to CONFIRE, on November 30, 2023.

The CONFIRE BOD 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.

CONFIRE worked tirelessly with our member and contract agencies, our sub-contractor Priority Ambulance, consultants, and other key stake holders to develop a proposal that was responsive to the County's needs. The proposal presented a forward-thinking, integrated, public-private model that delivers the advantages of an all-encompassing regional alliance paired with mobile healthcare innovations that will serve our community needs and our hospital customers.

As a result of our submission, the County of San Bernardino has awarded the contract to CONFIRE for the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County.

The agreement will commence on October 1, 2024, and be in place for 5-years, with a potential extension for an additional 5-years, thereafter.

Fiscal Impact

The County of San Bernardino Ground Ambulance Services Agreement is estimating its collected revenues to exceed expenditures by approximately \$15,000,000 per year, depending upon differing assumptions in payor mix variables.

All revenues received as a result of this agreement will be deposited into the EMS Division Enterprise account (5020).



Advanced Life Support and Basic Life Support Ground
Ambulance Services, Interfacility and Critical Care
Transport Services for Exclusive Operating Areas in San
Bernardino County

Consolidated Fire Agencies (CONFIRE)
and
San Bernardino County

December 2023

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Agreement with CONFIRE 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

This Agreement ("Agreement"), entered into this _____ day of, 2023, by and between SAN BERNARDINO COUNTY, a political subdivision of the State of California, hereinafter called "County" and CONFIRE, hereinafter called "Contractor".

WITNESSETH:

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to contract for ground ambulance services, interfacility and critical care transport (Services) for designated Exclusive Operating Areas (Comprehensive Service Area) as described in Section 3.1 and as provided for in Section 1797.224 of the California Health and Safety Code; and

WHEREAS, the County has designated the Inland Counties Emergency Medical Agency (ICEMA) as its Local Emergency Medical Services Agency (LEMSA) and has determined that requests for emergency ambulance service shall be met through an integrated system of paramedic equipped and staffed ambulances and paramedic equipped and staffed first response vehicles; and

WHEREAS, Division 2.5 of the Health and Safety Code Sections 1797.224 and 1797.85 allows the LEMSA to create Exclusive Operating Areas (EOA) for emergency ambulance service and for advanced life support and contract with an ambulance provider through a competitive process for the provision of such services as more specifically hereinafter set forth; and

WHEREAS, the County conducted a competitive process in accordance with State law and County policy to find a Contractor to provide these services, and

WHEREAS, CONFIRE submitted a proposal in response to a competitive process which included the services of a subcontractor ambulance provider and such subcontractor services are a necessary part of this agreement, and

WHEREAS, a County Proposal Review Committee comprised of experts in healthcare services recommends CONFIRE as a qualified proposer; and

WHEREAS, on June 5, 2023, County issued a Notice of Intent to Negotiate for the Comprehensive Service Area with Contractor based on the Contractor's submitted proposal and after review and analysis of an independent evaluation panel; and

WHEREAS, the County finds Contractor qualified to provide ground ambulance services, interfacility and critical care transport services; and

WHEREAS Title 22 of the California Code of Regulations, at Section 100168 of Division 9, Chapter 4, Article 7, requires a written agreement for services; and

WHEREAS, County and Contractor wish to enter into this performance-based Agreement for the Contractor's provision of services; and

WHEREAS, Contractor will be responsible for the performance of its obligations according to the provisions of this Agreement and a subcontractor will not relieve Contractor of its responsibilities and obligations, and

WHEREAS, Contractor's subcontract with its ambulance subcontractor shall be subject to all terms and provisions of this Agreement, and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the above Recitals are hereby incorporated herein, and County and Contractor mutually agree to the following terms and conditions:

SECTION I - ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 AGREEMENT ADMINISTRATION

The Inland Counties Emergency Medical Agency (ICEMA) shall represent the County in all matters pertaining to this Agreement and shall serve as the Agreement Administrator on behalf of the County. The Executive Officer, EMS ICEMA Administrator or designee may:

- A. Audit and inspect the Contractor's operational, finance, patient care, and personnel records.
- B. Monitor the Contractor's EMS service delivery and performance for compliance with standard of care as defined through law, regulation, ordinance, agreement, and EMS Agency policies and procedures; and
- C. Provide technical guidance and/or direction, as ICEMA deems appropriate; and
- D. Contractor and any subcontractors do, by this Agreement, agree to perform their said work and functions at all times in strict accordance with currently approved methods and practices in their field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County concerned.

1.2 AGREEMENT TERM

Prior to or immediately following award and selection of Contractor's proposal by the San Bernardino County Board of Supervisors, Contractor shall have in place an executed subcontract for emergency ambulance services. This Agreement shall be effective upon the subcontract meeting the subcontracting requirements expressed in the County RFP, and approval and execution of this Agreement by Contractor and the County. This Agreement will be effective for five years.

- A. Services shall commence on April 1, 2024, at 00:01 AM, Pacific Time and its initial term shall end at 23:59:59 hours, Pacific Standard Time on March 31, 2029, unless modified as set forth below.
- B. In the event that the County is not able to approve this agreement by September 30, 2023, the commencement date for services shall be postponed for six months until October 1, 2024 and Contractor will cooperate in good faith with transitioning from the existing provider who will continue to provide services during the transition period. If the commencement date is postponed, the term shall end five years thereafter.

1.3 CREATION OF THE AGREEMENT

This Agreement and its Exhibits shall control the relationship between parties and act as the primary document and has been created from the Request for Proposal (RFP) #: ICEMA23-ICEMA-4811 dated December 20, 2022, and all addenda thereto and the Contractor's proposal in response to that RFP dated April 6, 2023, including supplemental submissions in response to questions by the County. In the event of an ambiguity or conflict between the terms of this Agreement, and the RFP, RFP addenda, or proposal, the terms of this Agreement shall control. In the event of inconsistent, ambiguous or unknown terms any such inconsistency, ambiguity or missing necessary terms shall be resolved in order of precedence, by referring to the terms, conditions, or statements first in this Agreement and Exhibits, second in the attached RFP (including the County standard terms in the RFP Contract Template) and its addenda, and third in the proposal.

1.4 CONDITIONS FOR EXTENSION OF THE AGREEMENT

ICEMA may recommend to the Board of Supervisors an extension of this Agreement for a second five-year term which shall end at 23:59:59 hours Pacific Standard Time on the date immediately preceding the fifth anniversary of the commencement date. County and Contractor agree that Contractor's performance in meeting and/or exceeding the terms and conditions of the Agreement shall be the primary determining factor considered for an Agreement extension. Any Agreement extension shall be mutually agreed to by the parties and set forth in a signed written agreement.

- A. As outlined in Section 12.3 of this agreement, the County's Emergency Medical Care Committee (EMCC) shall annually submit to ICEMA Administrator its observations and recommendations following its review of the Contractor's annual performance in each of the following categories:
- (1) Overall compliance with the terms and conditions this Agreement.
 - (2) Compliance with response time Standards.
 - (3) Compliance to Clinical Performance Measures.
 - (4) Effectiveness of quality management program in assuring the consistent delivery of high-quality clinical care.
 - (5) Financial stability.
 - (6) Cooperation of Contractor's personnel in collaborating with ICEMA and system stakeholders to deliver efficient, effective and compassionate prehospital care to the residents and visitors of the County.
 - (7) Customer satisfaction.
 - (8) Community engagement, including education and prevention activities.
- B. ICEMA shall review the observations and recommendations of the EMCC and at the County's sole discretion, the ICEMA Administrator shall inform the Contractor in writing not later than one year prior to the expiration of this Agreement of the approval or denial of the 5-year term extension. Once an extension offer is provided to Contractor, Contractor has no more than 30 calendar days to reply in writing with the acceptance or denial of the contract extension offer.

1.5 INDEPENDENT CONTRACTOR

As expressed in Section 12.20, Contractor shall perform this Agreement as an independent Contractor. Contractor and the officers, agents, and employees of Contractor are not, and shall not be deemed, County employees for any purpose, including workers' compensation and employee benefits. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which duties imposed on Contractor by this Agreement shall be performed; provided, however, that County may monitor the work performed by Contractor.

1.6 ASSIGNMENTS OR SUBCONTRACTING

- A. Contractor will be responsible for the performance of its obligations according to the provisions of this Agreement and a subcontract will not relieve Contractor of its responsibilities and obligations.

Contractor's subcontract with an ambulance subcontractor, is a necessary requirement of this agreement and shall be subject to all terms and provisions including the qualifications in this Agreement and any subsequent Agreements. Nothing contained in the Agreement or otherwise, creates any contractual relationship between County and an ambulance subcontractor. Contractor agrees to be fully responsible to County for acts and omissions of its ambulance subcontractor.

B. Contractor's Ambulance Subcontractor

(1) The Parties acknowledge and agree that:

- i. Contractor has entered into a written subcontract with a private ambulance service to perform services under, and obligations required by, this Agreement, in such subcontract is a necessary requirement for the performance of this agreement.
- ii. Contractor's private ambulance service subcontractor is an independent contractor of the Contractor.
- iii. References to "Contractor" may refer to Contractor, its private ambulance service subcontractor, or both Contractor *and* its private ambulance service subcontractor, as applicable.
- iv. Nothing in this Agreement shall be construed to create a "joint employer" relationship between County, Contractor, or the private ambulance service subcontractor and their respective employees.
- v. Contractor must provide a copy of such subcontract and any such amendments to the County.
- vi. Contractor shall not terminate the agreement or services of subcontractor without the County's written consent, in the County's sole discretion.

C. Contractor may subcontract ancillary services, such as billing; professional, legal, and advisory services; and fleet maintenance.

1.7 SPECIFIC PERFORMANCE

It is agreed that Contractor, including the agents, employees, and authorized subcontractors of Contractor, shall be the sole providers of the services required by this Agreement. Because the services to be performed by Contractor and subcontractor under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, County, in addition to any other rights or remedies which County may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by Contractor.

SECTION II - NOTICES

2.1 AGREEMENT COMMUNICATION

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

- A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.
- B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery: When delivered by overnight delivery (Federal Express /United Parcel Service/OHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Electronic mail (email) transmission: When sent by email to the recipient known to the party giving notice, notice is effective on receipt, provided that: (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery; or (2) the receiving party provides an email response confirmation of receipt. Any notice given by email after 5:00 p.m. (recipient's time) or a non-business day, shall be deemed received on the next business day.
- F. Facsimile (fax): When sent by fax to the recipient known to the party giving notice, notice is effective on receipt, provided that: (1) a duplicate copy of the notice is promptly sent by first-class, certified mail, or by overnight delivery; or (2) the receiving party emails a confirmation of receipt. Any notice given by fax after 5:00 p.m. (recipient's time) or on a non-business day, shall be deemed received on the next business day.

Addresses for purpose of giving notice are as follows:

To County: Inland Counties Emergency Medical Agency
 EMS Administrator
 1425 South D Street
 San Bernardino, CA 92415
 Phone: (909) 388-5830
 Fax: (909) 388-5850
 Email: Daniel.munoz@cao.sbcounty.gov

To Contractor: CONFIRE
 1743 Miro Way
 Rialto, CA 92376
 Phone: (909) 356-2377
 Fax: (909) 356-3809
 Email: ncooke@confire.org

With any substantive changes to terms of the agreement a copy to:

Lindsay K. Moore
Attorney at Law
lmoore@kblegal.us
Kingsley Borad LLP
600 Coolidge Drive, Suite 160
Folsom, CA 95630
(916) 932-2500

- E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

2.2 CHANGE OF CONTACT INFORMATION

Any party may change its address, fax number, or email address by giving the other party notice of the change in any manner permitted by this Agreement.

SECTION III - ROLES AND RESPONSIBILITIES

3.1 SERVICES TO BE PERFORMED BY CONTRACTOR

- A. Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for a Comprehensive Service Area EOA in San Bernardino County
- (1) As provided for in Section 1797.224 of the California Health and Safety Code and under the general direction of the Inland Counties Emergency Medical Agency (ICEMA), CONTRACTOR shall provide ground ambulance transportation services, interfacility transport services and critical care transport services for the following Exclusive Operating Areas (EOA) within San Bernardino County defined as the Comprehensive Service Area; EOA 1, EOA 2, EOA 3, EOA 4, EOA 5b, EOA 6, EOA 7, EOA 8, EOA 9, EOA 11 and EOA 12a.
 - (2) Contractor is hereby granted the right to be the exclusive provider of emergency and non-emergency ambulance requests originating in the Comprehensive Service Area including:
 - All ALS and BLS 911 requests for ambulance service.
 - Requests for emergency ambulance service made directly to CONTRACTOR without going through the authorized dispatch center including a seven-digit phone number.
 - Ambulance transport to an emergency department from the scene of an emergency,
 - Ambulance transports to an emergency department originating from a skilled nursing facility, physician's office, medical clinic, residential care facility, or other medical facilities.
 - Potential non-transport response with treatment and referral.
 - Potential transport to an alternative destination.
 - All ALS, BLS, IFT and CCT requests directed to Contractor.
 - Requests for mutual aid by the ICEMA designated EMD Center.
 - Requests for ambulance stand-by services such as working fires, hazardous materials incidents, hostage/Special Weapons and Tactics (SWAT) events, including disaster drills or other requests by ICEMA.
 - (3) Contractor and/or subcontractor shall enter into a written agreement with the ICEMA designated EMD Center for EMD dispatching services. ICEMA shall have the right to review and approve the terms of the agreement to ensure consistency with the objectives of this Agreement.
 - (4) ICEMA has authorized CONFIRE as a designated EMD dispatch center. Contractor agrees to provide all required emergency, non-emergency, IFT and standby ambulance dispatch, Emergency Medical Dispatch (EMD), System Status management (SMS), including all necessary technology and radio needs to perform these functions for the duration of this Agreement in accordance with California Senate Bill 438 (2019, Government Codes 53110 and 53100.5) and Sections 1797.223 and

1798.8 to the Health and Safety Code and ICEMA Policy 4100.

- (5) Contractor shall perform the following services to the satisfaction of ICEMA:
- a. Contractor and/or subcontractor shall respond, upon notification from the ICEMA designated Emergency Medical Dispatch (EMD) Center, 24 hours a day, 365 days a year with an appropriately staffed and equipped ALS, BLS or IFT/CCT ambulance. The Contractor's response shall be in a manner consistent with the specific requirements of the request. Such requirements shall vary depending upon whether the request for ambulance service is in response to a 911 medical emergency, non-emergency, or the need to post an ambulance to provide optimum coverage to the Comprehensive Service Area or an adjacent area.
 - b. Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit must be at the appropriate staffing and equipment level as determined following ICEMA Medical Priority Dispatch System (MPDS) Policy 4100, as may be amended from time to time.
 - c. Clinical performance must be consistent with ICEMA's policies and approved medical standards. Medical care must meet the Clinical Performance Measures established jointly following contract award. Services and care delivered must be evaluated by the Contractor's internal quality improvement program as approved by ICEMA and incorporated into the County's EMS system quality improvement program to improve and maintain effective clinical performance. The Contractor must make a persistent effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.
 - d. This Agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The holder of an exclusive contract that fails to perform to the standards required may be found to be in breach of their contract and promptly replaced to protect the public health and safety of San Bernardino County visitors and residents.
 - e. Contractor shall ensure that relevant and frequent educational courses are offered to assist field personnel in maintaining certification/licensure as required by this Agreement, and as defined in California Code of Regulations, Title 22, Division 9, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the quality improvement system.
 - f. Contractor shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with the ICEMA quality improvement system. This plan shall be submitted prior to the commencement of service and shall be submitted annually, no later than December 31 of each calendar year.
 - g. Contractor shall collaborate with system stakeholders in pilot or research programs as requested by the ICEMA Medical Director and authorized by the ICEMA Administrator. ICEMA must approve all pilot or research programs. Contractor agrees that its participation in pilot or research programs shall entail no cost to the County. Contractor further agrees that services provided under pilot or research

programs shall be in addition to the services described herein. If a pilot or research program would have a financial impact on Contractor, ICEMA agrees to meet and confer with Contractor over that impact including implementation and ongoing cost mitigation.

3.2 MEDICAL CONTROL

A. Medical Control Authority

Contractor acknowledges that ICEMA's Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of Ambulance and prehospital EMS care are maintained within the county and that the Medical Director has the authority for establishing the required drug inventories and Medical Protocols and that Contractor, its employees, and all personnel providing services under sub-contract(s) or agreements are subject to said plan, policies, standards and protocols.

B. Adherence to Medical Control Standards

ICEMA has an established system of medical control through the ICEMA Medical Director of the EMS System. Contractor shall adhere to the standards of medical control established by ICEMA.

C. Compliance with Laws and Policies

Contractor shall comply with ICEMA's EMS Policies and Protocol Manual and other directives, e.g., special memos, which may be issued under ICEMA Medical Director's authority.

3.3 LEVEL MANDATE

Contractor is mandated to and shall respond to all requests for services using an Advanced Life Support (ALS) Ambulance, except where Basic Life Support (BLS) ambulances may be used as set forth in the Agreement and in accordance with EMD requirements once authorized by ICEMA.

- A. ALS Ambulances must be staffed with at least one (1) ICEMA accredited paramedic and the second crew member may be another accredited paramedic or a California state certified EMT.
- B. BLS ambulances must be staffed with two (2) California state certified EMTs. All responses by a BLS ambulance will conform to ICEMA Policy 4100.
- C. Notwithstanding any other provision of this Agreement, because this Agreement requires the Contractor to respond at the ALS or BLS level to all emergency calls, Contractor shall bill rates in accordance with applicable laws and this Agreement.

3.4 STAND-BY SERVICES

- A. Contractor shall provide, at no charge to County or the requesting agency, ambulance and/or Field Supervisor stand-by services at the scene of an emergency incident within the Comprehensive Service Area where there may be an imminent life threat when directed by the ICEMA designated EMD Center or upon request of a public safety agency Incident Commander.
- B. A unit placed on stand-by shall be dedicated to that incident unless released by the Incident Commander or the ICEMA designated EMD Center.

- C. Contractor shall notify the ICEMA Duty Officer of stand-by periods exceeding two (2) hours.
- D. Contractor may enter into a separate contract with a sponsor for the provision of an ambulance standby at a special event. If the Contractor enters into a contract for standby special event, they must not utilize a 911 system ambulance.

3.5 MUTUAL AID

- A. Contractor must respond to requests for mutual aid made at the Regional, State, or Federal levels as part of the Regional, State and/or Federal response system, if directed to do so by the ICEMA Administrator, the ICEMA EMS Duty Officer, or the San Bernardino County Medical Health Operational Area Coordinator (MHOAC) unless the request would fundamentally cause immediate failure of service to the Comprehensive Service Area EOA. Any mutual aid refusal must be in consultation with the ICEMA Administrator or their designee.
- B. Contractor shall respond to in-county or neighboring jurisdiction mutual aid which may be requested through the ICEMA designated EMD Center or the ICEMA Administrator or their designee, unless the Field Supervisor or the ICEMA designated EMD Center can verify that a given request would cause immediate failure of service to the Comprehensive Service Area. Any mutual aid refusal must be in consultation with the ICEMA Administrator or designee:
 - (1) The number and nature of mutual aid responses to any neighboring jurisdiction; and,
 - (2) The number and nature of mutual aid responses made by other agencies to calls originating within the Contractor's Comprehensive Service Area EOA.
 - (3) Contractor shall not be held accountable for Emergency response time compliance for any mutual aid assignment originating outside the Comprehensive Service Area and these calls will not be counted in the total number of calls used to determine response time compliance.

3.6 DISASTER PREPAREDNESS AND RESPONSE

- A. Multi-Hazard Disaster and Multi-Casualty Plans
 - (1) The Contractor shall have a robust internal multi-hazard disaster plan which includes, but is not limited to, triggers for activation, notifications, communications, staffing, vehicles, equipment, and EMS surge supplies needed for at least five (5) days.
 - (2) The Contractor shall participate with ICEMA in disaster planning activities and participate in the Healthcare Preparedness Planning Partnership and other disaster committees as requested by ICEMA. This includes assigning a disaster coordinator who shall have responsibility for multi/mass-casualty and disaster planning and providing field personnel and transport resources for participation in any ICEMA approved disaster drill in which the disaster plan/multi-casualty incident plan is exercised.
 - (3) Contractor agrees to coordinate with public health, the Office of Emergency Services, ICEMA and first responders to plan and exercise for mass testing, vaccination, public responses, prophylaxis and PPE distribution.
 - (4) Contractor shall ensure all EMS personnel, supervisory personnel, and management personnel are trained in Incident Command System (ICS), Standardized Emergency

Management System (SEMS), and National Incident Management System (NIMS). Current training standards include:

- a. Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS-800, and SEMS,
 - b. Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS,
 - c. Management personnel and personnel who may be assigned to a department or Operational Area Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, and SEMS.
- (5) The Contractor will ensure EMS personnel responding to a Mass Casualty Incident (MCI), disaster, or other large-scale emergencies are fully trained in the EMS system.
 - (6) Contractor shall designate management personnel who have primary responsibility and accountability for preparedness and disaster operations and access to local resources.
 - (7) The Contractor will participate in the Ambulance Strike Team (AST) program and must ensure that AST responders and AST unit leaders have been appropriately trained and approved by ICEMA.
 - (8) The Contractor shall have field and supervisory personnel familiar with and trained in, the California Tactical Casualty Care Training Guidelines to respond as a medical support service provider to law enforcement incidents and provide field tactical medical care to casualties, as necessary.

B. Disaster Reimbursement

ICEMA will make reasonable efforts to support the Contractor in obtaining reimbursement for disaster response efforts both within and outside of the County when such funds are available. The Contractor will ensure all documentation meets the Federal Emergency Management Agency (FEMA) eligibility and/or other federal funding standards, policies, and guidelines.

C. Emergency Operations Plan

Contractor shall be prepared to fulfill its role in the County's Emergency Operations Plan and MCI plans and provide a written local multi-hazard disaster plan to the ICEMA Administrator before the later of (1) April 1, 2024 or (2) the commencement of the contract term, if it is a date other than April 1, 2024. The plan should include triggers for activation, notifications, communications, staffing, vehicles, equipment, hospital and healthcare facility evacuations. The plan also shall identify EMS surge supplies needed for a minimum of 72 hours.

D. Continuity of Operations

Contractor shall submit a Continuity of Operations Plan (COOP) to the ICEMA Administrator for approval, by the later of (1) April 1, 2024 or (2) the commencement of the contract term, if it is a date other than April 1, 2024. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.

E. Incident Notification

Contractor shall have a mechanism in place to communicate current field information to appropriate ICEMA staff during multi-casualty, disaster response, hazardous materials incidents, and other unusual occurrences as specified and approved by the ICEMA Administrator.

F. Emergency Recall of Workforce

Contractor shall have the ability to efficiently and effectively recall personnel to increase ambulance deployment to meet demand for service within the Comprehensive Service Area.

G. Personal Protective Equipment

Contractor shall provide Personal Protective Equipment (PPE) for all field personnel, consistent with the standards of Emergency Medical Services Authority (EMSA) Guideline 216: Minimum PPE for Ambulance Personnel in California, as well as all other applicable State and Federal requirements.

H. Disaster Response Vehicle

(1) Contractor shall contract with the California Emergency Medical Services Authority (EMSA), to house, maintain, manage, and staff the EMSA state-issued Disaster Medical Support Unit (DMSU). This includes deploying the DMSU when requested by the ICEMA Administrator, or the Medical Health Operational Area Coordinator (MHOAC), via the MHOAC/Regional Disaster Medical Health Specialist (RDMHS) mutual assistance system. This vehicle shall not be used in routine, day-to-day operations, and shall be fully stocked at all times and kept in good working order.

- a. The DMSU shall be available for emergency response to a disaster site or designated location. This vehicle may be used to carry EMS personnel and equipment to a disaster site.
- b. Contractor shall be required to participate in any ICEMA approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

3.7 AIR AMBULANCE SERVICE

County does not expect Contractor to provide air ambulance services and reserves the right to enter into separate transport agreements with air ambulance providers.

3.8 RESPONSE AND TRANSPORT EXCEPTIONS AND LIMITATIONS

A. Response

- (1) As outlined in this Agreement, Contractor has an obligation to respond to all emergency medical requests in the Comprehensive Service Area and provide at scene care and ambulance transport in accordance with ICEMA policy except for Mutual Aid requests.
- (2) Pursuant to the California Health and Safety Code, including Sections 1798.6 (a) and 1797.220, ICEMA delegates to Contractor's first arriving ALS response unit the authority and responsibility to function as the authority for patient health care management at the scene of the emergency, unless an ALS fire agency provider with jurisdiction for that area is on scene.
- (3) Contractor is authorized to use the following alternative modes to provide improved ALS access at the scene of an emergency in accordance with ICEMA approval: "Rapid Resource Vehicles" (RRV), bicycle paramedic, water rescue boat, and off-road vehicles to support improved ALS access in remote areas, special events, and challenging response areas.

B. Transport

- (1) Contractor shall be required to transport patients from all areas of the Comprehensive Service Area EOA, in accordance with ICEMA Policies and Procedures.
- (2) Contractor personnel are prohibited from influencing a patient's destination selection other than as outlined in ICEMA Policies and procedures.

SECTION IV - DEPLOYMENT

4.1 AMBULANCE DEPLOYMENT REQUIREMENTS

A. Requirements

- (1) Contractor's response time obligations are performance-based. Contractor has identified an initial minimum of 10,371 weekly Unit Hours, which averages 1,482 unit hours per day, and a deployment of 93 peak ambulances including ALS, BLS, IFT and CCT and a low of 30 ambulances for all 911 emergency, interfacility and CCT responses. Contractor shall commit and be responsible for deploying the initial minimum and increase if necessary to achieve the response time requirements for ambulance service requests within the Comprehensive Service Area. Contractor shall deploy ambulance resources in a manner consistent with the requirement of the Agreement.
- (2) The initial deployment plan Unit Hours shall not be decreased for the first twelve months of operations.
- (3) Ambulance System Status Plans (SSP) must be reviewed by ICEMA annually.
The plan will describe:
 - a. Proposed locations of ambulances and numbers of vehicles to be deployed including Unit Hours deployed during each hour of the day and day of the week including seasonal variations.
 - b. Mechanisms to meet the demand for ambulance response during peak periods or unexpected periods of unusually high call volume and other surge events, including disasters, large fires, a pandemic or high flu season.
 - c. Use of On-Call crews.
 - d. Include a process that identifies how additional ambulance unit hours will be added by the Contractor if the on-time response time performance standards are not met.
 - e. Include a map identifying post locations within the Eastern, Western and High Desert 911 Divisions and a map for the Interfacility Operations.
 - f. Include a response and surge coverage plan that includes provisions for equal protection for all EOAs within the Comprehensive Service Area.

SECTION V - OPERATIONS

5.1 EMERGENCY RESPONSE ZONES AND RESPONSE TIME MANAGEMENT

The goal of the Inland Counties Emergency Medical Agency (ICEMA) is to ensure a high-performing Emergency Medical Services (EMS) system. The Contractor must commit to employ whatever effort is necessary to achieve the response time requirements for ambulance service requests within the Comprehensive Service Area. It is the Contractor's sole responsibility to be familiar with the geographic and weather considerations and throughout the Comprehensive Service Area identified in this Agreement.

Contractor will be held accountable from the time Contractor's dispatch center receives all necessary information in order to respond, e.g. address and patient condition, until the time the dispatch center is notified by radio or other reliable method that the emergency ground ambulance arrives (wheels stopped) at the address site or at a designated or assigned staging area.

Ambulance response time standards are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient's situation. There are eleven (11) Exclusive Operating Areas (EOAs) in the Comprehensive Service Area, and response times are based on response priority, population density and historical call volume. The Contractor will be required to meet all response times at the 90th percentile in each of the eleven (11) EOAs. Each incident's expected response time will be based on call priority (Code 2 or 3) and response area (urban, suburban, rural, wilderness). ICEMA will require the Contractor to implement a performance improvement plan that includes a root cause analysis for any EOA or response area falling below 90%. All attempts to comply with response time requirements, including system status plan adjustments or increased ambulance unit hours, must be part of a corrective action plan.

Response time compliance will be measured monthly.

A. 911 Response Time Standards

- (1) Response times are based on call prioritization as determined by the ICEMA Medical Director and population density as defined by ICEMA.

Code 3 Responses - Immediate dispatch of an Advanced Life Support (ALS) ambulance with lights and siren.

Code 2 Responses - Immediate dispatch of an Advanced Life Support (ALS) or Basic Life Support (BLS) ambulance, with no lights and siren.

- a. The Contractor must meet response times for all 911 ambulance requests at the 90th percentile in each of the eleven (11) EOAs, for response time expectations based on call priority and response area (Urban, Suburban, Rural and Wilderness) as illustrated in the chart below.

Response Priority	Urban	Suburban	Rural	Wilderness
Code 3 ALS	9:59	14:59	29:59	59:59
Code 2 ALS/BLS	15:59	22:59	44:59	99:59

- (2) Extended Response Time: A response time more than ten (10) minutes over the applicable response time described above shall be considered an Extended Response. ICEMA will require the Contractor to audit all Extended Responses to identify the root cause and review the patient's ePCR to determine if any negative outcome may be attributed to the Extended Response. Extended Responses shall be reported to ICEMA along with any planned corrective action.

5.2 INTERFACILITY TRANSPORT (IFT) AND CRITICAL CARE TRANSPORT (CCT) Response Time Standards

- A. IFT and CCT are measured separately at the 90th percentile standard. Emergency ALS IFT are counted as a 911 ALS call within in the ordinating EOA. IFT and CCT will be counted in their own category for compliance regardless of EOA.

Response Term	Compliance Standard
Emergency ALS IFT	09:59 minutes
Non- Emergency Pre-Scheduled IFT > 2 hours	+/- 15 minutes of scheduled time
CCT	59:59 minutes

B. Response Time Management

- (1) The FirstWatch On-line Compliance Utility (OCU) is the program ICEMA currently utilizes to monitor its EOA providers. OCU will calculate all Contractor response times. Response times will be measured in minutes and integer (whole) seconds, and compliance will be calculated on a fractile basis.
- (2) ICEMA will calculate response time compliance for each EOA and each response area (urban, suburban, rural and wilderness) and each response level (Code 3 and Code 2). ICEMA will publish a compliance report within ten (10) business days following the first of each month.
- (3) Each incident is a separate response.
- (4) The Response Time of the Contractor's first arriving ambulance will be used to compute the Contractor's response time for that incident. This includes an ambulance response from an entity requested to provide Mutual Aid for the Contractor.
- (5) Compliance will not be calculated until an EOA achieves at least 100 calls at the end of the month. If there are less than 100 calls in an EOA, calls are added to the next month or months until the 100 calls have been reached or exceeded.
- (6) Emergency ALS IFTs shall be treated as a 911 ALS emergency call. This emergency IFT is for patients requiring rapid transport to a higher lever specialty care center (Trauma Center, Stroke and ST-Elevation Myocardial Infarction [STEMI] hospital). Emergency ALS IFTs are calculated as part of the total 911 response time compliance category.
- (7) Non-emergency IFT is for non-emergency patients transported between facilities. Non-emergency IFTs have a response time of no greater than fifteen (15) minutes after the scheduled time for transport if the transport is scheduled at least two hours

prior. IFT responses will be totaled monthly and calculated to the 90% standard.

- (8) CCT is for patients requiring a higher level of care between licensed healthcare facilities. This transport category shall have a response time of fifty-nine minutes and fifty-nine seconds (59:59) from the request time. If a CCT is pre-scheduled as a non-emergency transport, the non-emergency IFT response time requirement will be applied. CCT responses will be totaled monthly and calculated to the 90% standard.

5.3 CALCULATION OF RESPONSE TIME

A. Response time shall begin at the time the following information, at a minimum, is transmitted to the dispatcher:

- (1) When the call-taker has entered the call for service (after verifying the address and entering a call determinant).
- (2) If no ambulance is available when the dispatcher is ready to dispatch an ambulance, the ambulance response time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available.

B. Response time shall stop when:

- (1) The assigned ambulance notifies dispatch that it is "on-scene," which is defined as fully stopped (wheels not in motion) at the location where it shall be parked during the incident.
Or
- (2) In the instance of a response to an apartment complex or mobile home park when the unit enters the complex. Or
- (3) In the event, "staging" is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area. Or
- (4) The time that dispatch notifies the assigned ambulance to cancel its response. In incidents when the assigned ambulance crew fails to report their arrival on-scene, the time of the subsequent radio communication from the crew or other personnel that indicate that the ambulance arrived on-scene shall be used as the on-scene time. The Contractor may also validate on-scene time by the Mobile Data timestamp as documented in Computer Aided Dispatch (CAD) or Automatic Vehicle Location (AVL) playback.

5.4 CALCULATION OF RESPONSE TIME – CHANGES IN CALL PRIORITY

A. Response time calculations to determine compliance with Contract standards and penalties for non-compliance shall be as follows:

- (1) Downgrades – If a call is downgraded to a lower priority before the ambulance arrives at the scene, the Contractor's compliance will be calculated based on whether the higher priority response time standard was exceeded at the time of the downgrade.
- (2) Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident before the ambulance arrives at the scene, the Contractor shall be deemed compliant, provided the upgrade, or change in priority does not occur after the passage of the lower priority response time threshold.

- (3) Reassignment Enroute – If an ambulance is reassigned enroute or turned around before arriving at the scene (e.g., to respond to a higher priority request), compliance and penalties will be calculated based on the response time standard applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an ambulance at the scene from which the ambulance was diverted.
- (4) Canceled Calls – If an assignment is canceled before the ambulance arrives at the scene, compliance will be calculated based on the elapsed time from dispatch to when the call was canceled.

5.5 RESPONSE TIME CORRECTION EXCEPTION

- A. When the assigned ambulance crew fails to report their arrival at the scene, the time of the subsequent radio communication from the crew or other personnel on-scene indicates to dispatch the ambulance has arrived on-scene shall be used as the arrival time. Alternatively, at scene time may be validated by the CAD timestamp or Global Positioning System (GPS) based on the AVL playback.
- B. In some cases, specific responses will be excepted by ICEMA and deemed as compliant responses for response time compliance. These exceptions will be for good cause only, as reasonably determined by ICEMA. The burden of proof that there is good cause for the Exception shall rest with the Contractor.
- C. The Contractor shall file a request for each desired response time correction or Exception via OCU following [ICEMA policy](#). Such requests list the date, time, and specific circumstances causing the delayed response. ICEMA will respond to time correction requests utilizing OCU. Examples of Exceptions include but are not limited to:
 - (1) Automatic Appeals (to be granted by ICEMA):
 - a. The call was downgraded at the scene by responders or by the dispatcher following protocol and is response time compliant.
 - b. The call was upgraded and is response time compliant.
 - c. Response canceled before the unit arrived at the scene; Contractor must provide evidence that the call was canceled within the required response time.
 - (2) Case-by-Case Appeals (to be considered by ICEMA):
 - a. Off-road or off-paved road locations. The on-time performance will be measured from the time of dispatch to when the ambulance arrived at the unpaved road.

5.6 RESPONSE TIME EXEMPTION

- A. The Contractor shall maintain the ambulance unit hours as identified in their submitted and approved system status plan. The plan may include deploying additional unit hours for holidays, special events, and weather-related emergencies.
- B. Exemptions will only be considered when the Contractor deploys the minimum number of ambulance unit hours specified in the submitted system status plan for the EOA and Response

Zone in which the exemption is requested.

- C. In the monthly calculation of response time compliance, every request for ambulance service within the Comprehensive Service Area shall be included except in some cases, late and specified other responses will be excluded from response time compliance calculations. These Exemptions will be for good cause only, as reasonably determined by ICEMA in its sole discretion. The burden of proof that there is good cause for the Exemption shall rest with the Contractor.
- D. The Contractor may request that a response be excluded from the calculation of response time if that call meets the criteria defined below. The Contractor shall file a request for each desired response time exemption utilizing the OCU program. ICEMA shall grant or deny exemptions to performance standards and advise the Contractor. ICEMA will respond to Exemption requests using OCU.
- E. Examples of Exemptions include, but are not limited to:
- (1) Automatic Appeals (to be granted by ICEMA):
- a. Additional ambulances responding to the same incident; the first unit must meet response time standard.
 - b. The responding ambulance is involved in a traffic collision, and the Contractor is determined to be not at fault by law enforcement.
- (2) Case-by-Case Appeals (to be considered by ICEMA):
- a. Extreme weather conditions that impair visibility or create other unsafe driving conditions.
 - b. Incorrect address provided by the requesting party.
 - c. An unavoidable delay caused by road construction.
 - d. Restricted roadway access
 - e. Ambulance Patient Offload Delay (APOD) delays greater than sixty (60) minutes in transferring care to a hospital emergency department and $\geq 5\%$ deployed ambulances on APOD impacting System Status Plan for the usual and customary transport destination by the unit requesting exemption. It will be the Contractor's responsibility to adequately document the facts surrounding the occurrence to include at minimum the facility, date, and all clock times (dispatch of the call through time unit available).
 - f. Activation of Multi-Casualty Incident (MCI) Management Plan and $\geq 5\%$ of the current deployment is requested to the incident.
 - g. All other exemption requests shall be for good cause only, as determined by ICEMA. Exemptions shall be considered on a case-by-case basis. The burden of proof that there is a good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing excessive response times.
- F. Notwithstanding the requirements of this section applicable to Contractor, Contractor shall also comply with ICEMA policies and procedures. An ICEMA policy or procedure, broader in scope than these provisions shall not relieve Contractor of its contractual obligations stated herein. Furthermore, Contractor remains obligated to comply with ICEMA policies and procedures more stringent than stated herein as may now exist or as may be amended from time to time. However, Contractor shall not be in breach of this Agreement if ICEMA, through changes to

policy or procedure, imposes more stringent response time requirements on Contractor than those provided herein.

5.7 RESPONSE TIME REPORTING REQUIREMENTS

- A. Response time performance reporting requirements and documentation of incident time shall include, but is not limited to:
- (1) Time call received by Contractor
 - (2) Time location verified
 - (3) Time ambulance crew assigned
 - (4) Time enroute to the scene
 - (5) X/Y geographic coordinate of the unit at the start of its response
 - (6) Arrival on-scene time
 - (7) Arrival at patient's side
 - (8) Total at scene time
 - (9) Time enroute to transport destination
 - (10) Total time to transport to the destination
 - (11) Arrival time at the destination
 - (12) Time of patient transfer to receiving hospital personnel (transfer of care)
 - (13) Time available (Time unit is back in services and available for response)
- B. These reporting requirements may change. ICEMA agrees to meet and confer with the Contractor over such changes. If reporting requirements are modified and the Contractor demonstrates an associated financial impact, ICEMA agrees to meet and confer with the Contractor over that impact and cost or revenue mitigation.
- C. The Contractor must synchronize all its clocks with Coordinated Universal Time (UTC).

5.8 LIQUIDATED DAMAGES

ICEMA may assess Liquidated Damages on all transport types (ALS, BLS, IFT, and CCT), if a response time percentage falls below the 90% performance requirement in any EOA or response area. In addition, the Contractor will be required to conduct a comprehensive performance improvement process any time performance is below 90%. The Contractor will be required to submit the performance improvement report to ICEMA within fifteen (15) days following the identification of underperformance. ICEMA will review and provide further recommendations as necessary. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

- A. If the Contractor falls below the 90th percentile in any EOA or response area, a Liquidated Damage assessment of \$10,000 per EOA/Response area per month will be applied. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.
- B. If the Contractor fails to meet minimum response times in an EOA or response area for a second consecutive month without adding the additional unit hours approved, a \$50,000 Liquidated Damage assessment will be applied. The Contractor will be required to add additional ambulance unit hours until compliance is achieved.

- C. If the Contractor is out of compliance in multiple EOAs or response area more than three times in a year, a \$75,000 Liquidated Damage assessment will be applied, in addition to Liquidated Damages noted in item A above. The Contractor will be required to add additional ambulance unit hours as a cure.
- D. If the Contractor is not successful in curing underperformance following these measures, the Contractor may be considered in Breach of Contract.
- E. The Contractor may be assessed Liquidated Damages if there is a single Extended Response for a Code 2 or Code 3 priority level call, greater than ten minutes (10:00) beyond the maximum response time requirement. The chart below illustrates Liquidated Damages that ICEMA may assess.

Extended Response Times					
Priority Level	Urban	Suburban	Rural	Wilderness	Liquidated Damages
Code 3	>19:59	> 24:59	> 39:59	>69:59	\$500
Code 2	> 25:59	> 32:59	> 54:59	>109:59	\$500

F. Example of Extended Response: An Urban response requirement of 9:59 has an at-scene time greater than 19:59 (minutes and seconds). The provider will be assessed and pay liquidated damages of \$500.00 for being over ten (10) minutes late on that one (1) response. ICEMA will require the Contractor to audit all Extended Responses for root cause and conduct a quality improvement review to determine if any negative outcome may be attributed to the extended response. Audit requirements include, but are not limited to:

- (1) Conduct and participate in a process review study to identify causes and opportunities to reduce the number of Extended Responses.
- (2) Conduct 100% review (Clinical and Operations) on Extended Response calls.

5.9 ADDITIONAL LIQUIDATED DAMAGES

Additional Penalty Assessment (per incident)	
A preventable mechanical failure with a patient on board an ambulance (If the vehicle is out of compliance with ICEMA-approved maintenance schedule, exceeds mileage or age limits, or empty fuel tank, etc.)	\$500
Failure of the crew to report response times on-scene and the on-scene time is not verifiable by other pre-agreed reliable means such as GPS.	\$250

5.10 PAYMENT AND USE OF LIQUIDATED DAMAGE FUNDS

A. Liquidated Damages will be determined by ICEMA based on this section and inform the Contractor of the monthly incidents and penalties. The Contractor shall pay ICEMA all Liquidated Damages within thirty (30) days of receipt of the notification. A 5% late payment charge will be assessed monthly on any payment made after the due date. The Contractor will

pay all penalty assessments to ICEMA.

- B. To the extent that the Contractor disagrees with the Liquidated Damages determination made by ICEMA, the Contractor shall provide written notice to ICEMA setting forth the grounds regarding their disagreement within ten (10) business days. Upon receipt of written notice from Contractor, ICEMA shall schedule a time to meet and confer with Contractor regarding Contractor's disagreement. The ICEMA Administrator will make the final decision regarding the grounds for disagreement.
- C. Liquidated Damages collected will be utilized for EMS system enhancements and community outreach.

5.11 PHASE-IN PERIOD

For the first three (3) months of the contract, response time requirements shall be calculated; however, Liquidated Damages will not be assessed. The initial deployment plan Unit Hours shall not be decreased for the first twelve months of operations.

5.12 VEHICLES

- A. Contractor shall provide and maintain its vehicles, bio-medical equipment, and ambulance equipment to or exceeding the manufacturer's recommendations and standards which shall be updated annually at a minimum. All costs of compliance testing, maintenance, and repairs, including parts, supplies, and inventories of supplies, labor, sub-contracted services, and costs of extended warranties, shall be at the Contractor's expense.
- B. Contractor shall continuously provide a sufficient number of ambulances to meet at least 133% of peak system demand.
- C. Each of Contractor's vehicles providing services under this Agreement shall be equipped with fully functional driver safety equipment and monitoring technology.
- D. ICEMA shall have the right and be granted access to inspect Contractor's vehicles and local facilities at any time without prior notice.

5.13 VEHICLE SPECIFICATIONS

- A. Ambulances:
 - (1) Must be standard Type I, Type II or Type III ambulances.
 - (2) Must be identically configured for each Type (I, II, or III) ambulances.
 - (3) At the beginning of this Agreement and throughout the term of this Agreement, Contractor shall maintain at a minimum, four (4) All-Wheel Drive (AWD) Type II or III ambulances for hard-to-reach geography and inclement weather areas.
 - (4) Contractor shall provide heavy-duty ambulances to accommodate patients with capacity of up to 1,000lbs to services as bariatric ambulances.
 - (5) All ambulances shall utilize hydraulic gurneys to reduce incidences of spinal load injuries and increase the margin of safety for patients and Emergency Medical Technician

(EMT)/paramedics.

- (6) All ambulances shall utilize Automatic Vehicle Locators (AVL), Mobile Data Computers (MDC), and Global Positioning System (GPS) mapping technology.
- (7) The Contractor is responsible for all costs associated with the purchase and monthly operations of the AVL system.
- (8) Contractor vehicles must meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail.
- (9) Every ambulance will be fully stocked at all times and meet or exceed the equipment standards set by ICEMA.
- (10) Ambulances shall be limited to a maximum mileage of 300,000 miles, provided, however, if during the term of the Agreement, Contractor (including its subcontractor) encounters difficulty complying with this mileage requirement due to manufacturer delays, shortages, supply chain problems, or other factors beyond Contractor's (or its subcontractor's) reasonable ability to control, ICEMA may approve appropriate variances from this requirement.
- (11) Any ambulance not new at the start of this agreement must include a list of brand name, model, age, vehicle identification number, and maintenance records. No more than 25% of the ambulance fleet shall have over 100,000 miles at the start of the contract.
- (12) Each ambulance shall be equipped with an idle mitigation system to ensure the vehicles are not unnecessarily idling while stopped. To further reduce idle time, Contractor shall install solar charges to extend battery life on all remounted and new units across the Comprehensive Service Area.
- (13) As technology improves Contractor shall work with ICEMA to test and provide if appropriate alternative fuel vehicle solutions, including Battery Electric Vehicles (BEV).

B. Supervisor Support Vehicles:

Supervisor response vehicles are an essential component of providing responsive and quality services in the Comprehensive Service Area. Supervisor and support vehicles are to be fully outfitted to provide field support, rapid response, incident command and reinforce remote operations.

At the beginning of this Agreement Contractor shall provide Filed Supervisors with ALS-equipped, AWD or four-wheel drive vehicles with covered cargo beds in all response areas with medical supplies and equipment per the ICEMA Standard Drug and Equipment List Policy.

- (1) All supervisor vehicles shall utilize Automatic Vehicle Locators (AVL), Mobile Data Computers (MDC), and Global Positioning System (GPS) mapping technology.
- (2) Vehicles must not exceed 250,000 miles.
- (3) Meet the Department of Transportation and National Fire Protection Association standards for Code 3 response.
- (4) To the extent possible, Supervisor Vehicles shall be identically configured and staffed

with locally accredited paramedics and carry all ICEMA approved ALS equipment and ALS medications.

C. Vehicle Identification:

- (1) Vehicle markings shall be consistent with California Civil Code sections 3273 et seq., which restricts the markings of certain vehicles used to provide contracted public health and safety services.
- (2) Emergency vehicles shall be equipped with appropriate lighting and reflective markings as defined by the National Fire Protection Agency (NFPA) Standard 1900 (2024) for vehicles contracted for on or after January 1, 2024.
- (3) Ambulances and Supervisor vehicles used in providing services shall bear the markings "San Bernardino County Emergency Medical Services" in at least four (4) inch letters on both sides and state the level of service on both sides.
- (4) Ambulance and Supervisor vehicles shall display the "9-1-1" emergency telephone number but shall not display any other telephone number or advertisement.
- (5) Ambulance and Supervisor vehicles shall be marked to identify the name of the Contractor.
- (6) Contractor shall not alter the overall design, color and / or lettering of its existing emergency response vehicles without ICEMA approval. ICEMA shall have the right to approve or modify the overall graphics design, color and lettering used for emergency response vehicles purchased or otherwise introduced during the term of this agreement.

5.14 VEHICLE MAINTENANCE PROGRAM

- A. Contractor must ensure that all vehicles are maintained to operate in optimal working condition and follow a rigorous preventive maintenance schedule to provide reliable service to those in need.
- B. Contractor shall provide a copy of the vehicle maintenance program and vehicle records on an annual basis to the ICEMA Administrator. The vehicle maintenance program must be designed to meet the highest standards of reliability appropriate to a modern emergency medical transportation service.
- C. Contractor shall provide detailed records in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished, and systems shall be maintained to achieve at least the industry norms in vehicle performance and reliability.
- D. Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, or the safety of the operators or the public, must immediately be removed from service and repaired or replaced in a timely manner.
- E. Ambulances and equipment that have defects, including a cumulative appearance of being worn out or not maintained, shall be removed from service and repaired or replaced in a timely manner.
- F. Contractor shall provide the locations of maintenance services.

5.15 VEHICLE SAFETY PROGRAM

- A. Contractor shall provide an Emergency Vehicle Operator's Course (EVOC) for all its field employees including on-going driver-training for ambulance personnel to promote safe driving and prevent vehicular crashes/incidents.
- B. Contractors EVOC program shall include didactic training, commentary driving with a Field Training Officer (FTO) and recurrent training.
- C. Contractor shall have a mechanism to monitor driver safety through a video event recorder utilizing the StreetEagle Driver Behavior Monitoring platform or a superior product in the driver's compartment to increase the safety of ambulance driving and prevent crashes and traffic accidents.
- D. Each vehicle shall have a backup camera installed, provide seating and restraints for all occupants, a battery-powered patient gurney and Cardiopulmonary Resuscitation (CPR) seats for EMS crews.
- E. Each ambulance shall be regularly cleaned, disinfected, and decontaminated for the health and safety of crews and patients. Disinfecting includes the regular use of a disinfectant fogger. In the event of an infectious disease patient, a plastic lining shall be employed to prevent droplet contamination in the ambulance.
- F. Vehicles shall provide workspace and storage for crews to complete reports and secure personal equipment and belongings.
- G. Each ambulance must have antitheft devices to prevent emergency vehicle theft when the vehicle is left running with the key in the ignition and an equipment restraint system, ensuring patient and clinician safety during transport.

5.16 MEDICAL SUPPLIES AND EQUIPMENT

- A. Each ambulance shall carry standardized equipment and supplies that meet federal, state, and ICEMA requirements, policies, and procedures.
- B. As EMS equipment evolves, Contractor shall periodically review and analyze new equipment and upgrades equipment by conducting scientific review, clinical data analysis, fiscal impact analysis and present findings to EMS committees and the ICEMA Medical Director.
- C. Durable Medical Equipment not new at the beginning of the contract will be required to meet all specifications and periodic maintenance as approved by ICEMA according to ICEMA Policy 7010.
- D. Contractor shall maintain all equipment according to manufacture specifications and shall provide an annual report to the ICEMA Administrator that includes equipment tracking number, maintenance records and any equipment purchases or replacements.
- E. Contractor shall provide all supplies including medications and controlled substances.

5.17 COMMUNICATION EQUIPMENT

- A. The Contractor shall install and maintain all telecommunications equipment on the appropriate frequencies necessary to complete the scope of work as identified in this Agreement.

- B. The AVL system must interface with the ICEMA designated EMD Center and at a minimum, provide a CAD interface with the Ontario Fire dispatch center and with the CalFire dispatch center.
- C. Contractor shall have AVL/GPS/MDC in place in ambulances, Quick Response Vehicles (QRVs), alternative response units as appropriate, and field supervisor vehicles.
- D. Contractor shall equip each ambulance with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs. Every ambulance must be able to communicate at all times and locations with the ICEMA designated EMD Center authorized dispatch center, Contractor's dispatch center, other ambulances and supervisor's vehicles, receiving hospitals, and fire agencies.
- E. Each ambulance shall have a mobile radio in the front cab with the capability for hospital communication in the rear patient compartment.
- F. Each ambulance shall have two portable radios, one for each crew for medical communication, and one mobile or portable capable of interoperability with fire channels.
- G. Each ambulance shall have a mobile computer with MDC capability, CAD access, mapping software, and the ability to send electronic patient care records to the receiving hospital and a centralized server via wireless technology. Each ambulance will be equipped with AVL and GPS fully interfaced to the ICEMA designated EMD Center and Contractor dispatch center for unit recommendation and System Status deployment purposes.
- H. Contractor shall install necessary communications equipment in all of its ALS ambulances enabling transmission of 12-Lead Electrocardiograms (ECGs) for suspected ST Elevation Myocardial Infarction (STEMI) to the hospital prior to patient arrival and this 12-lead ECG will be included in the electronic copy of the EMS medical record in accordance with ICEMA specifications.
- I. Contractor shall be solely responsible for the cost of maintenance, repair, and replacement of pagers, cell phones, tablets, computers, MDCs, station alerting systems (for fixed ambulance posts), mobile gateways, cellular cards, and/or cellular accounts, including data fees on equipment owned by Contractor.

5.18 ICEMA DESIGNATED EMERGENCY MEDICAL DISPATCH CENTER

- A. The long-term goal of the County in the first five (5) years of this Agreement is to have ambulance dispatch and ambulance system status management physically located together. Currently, the ICEMA designated Emergency Medical Dispatch (EMD) Center does not have the physical space for the entire ambulance operating dispatch needs.
- B. The ICEMA designated EMD Dispatch Center will provide Medical Priority Dispatch for resource determination in accordance with ICEMA's Medical Director and Dispatch Protocols. The ICEMA designated EMD Center will determine the Contractor's priority level to all emergency 911 ALS and BLS calls within the Comprehensive Service Area following ICEMA approved EMD Policy 4100.
- C. ICEMA requires the Contractor at start-up to enter into a separate agreement if applicable, with the ICEMA designated EMD Center and pay for the provision of EMD and CAD-to-CAD coordination services. EMD with Medical Priority Dispatch Service (MPDS) charges are estimated to be \$5.00 per call the first year with annual increases.

5.19 CONTRACTOR EMS DISPATCH CENTER

- A. Contractor shall provide reliable ambulance dispatch and system status management services without interruption 24/7/365 days per year to manage all ambulance services utilizing Contractors CAD system and integrated resource determination to determine the right ambulance, provide detailed reporting and show real-time maps of system resources.
- B. Have a full-time dispatch center manager, employ experienced dispatch system status Controllers 24/7/365 with the full authority to control the re-positioning of ambulances between posts, Exclusive Operating Areas (EOAs), and to manage crew breaks and shift changes,
- C. Schedule ALS, BLS, IFT and CCT transports,
- D. Obtain, install, and maintain in the Contractor's ambulances all such communications equipment as determined by ICEMA to be necessary for the effective and efficient dispatch of ambulances. For ambulances responding to 911 calls, GPS Location Systems are required,
- E. Be financially responsible for installation, purchase, rental, and maintenance of communication equipment in all ambulances and staffed vehicles provided in this proposal,
- F. Establish policies that ensure upon receipt of a private request for ambulance services, pertinent information including callback number, location, time of notification, time of dispatch, and nature of the incident is ascertained,
- G. Ensure that a record of calls, as defined in Title 13 of the California Code of Regulations, Chapter 5, Article 1, Section 1100.7 is maintained,
- H. Deploy ambulances most optimally and efficiently.

SECTION VI - PERSONNEL

6.1 WORKFORCE AND DIVERSITY AND INCLUSION

Contractor shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees from different cultures and backgrounds, who are appropriately certified, licensed and/or accredited for their positions. Contractor shall strive to champion a work environment that promotes the values of diversity, equality and inclusiveness including:

Field personnel with bilingual skills reflecting the diversity of languages spoken in San Bernardino County are highly valued. Contractor shall strive to ensure diversity in the workforce and address diversity alignment with its communities served. ICEMA is committed to participating in Contractor's efforts to support and enhance Diversity, Equity, and Inclusion (DEI) initiatives in the San Bernardino County EMS System. Contractor shall participate in their proposed DEI initiatives. These programs currently include, but are not limited to:

- A. Creating a work environment that embraces inclusion, regardless of race, color, religion, gender, sexual orientation, gender identity, national origin, age, genetic information, marital status, amnesty, disability, veteran status or based on pregnancy, childbirth, or related medical conditions.
- B. The inclusion of people with disabilities helps drive sustainable practices for our employees, communities, and customers. Reasonable accommodations include adaptive equipment, allowances for on-site service animals, flexible work arrangements, special parking assignments, hotlines, and a number of other inclusive services.
- C. Annual diversity, equity and inclusion training for all personnel that addresses preventing sexual harassment, bystander intervention, managing unconscious bias, fostering an inclusive culture, anti-racism and transgender inclusion.
- D. Ethics And Compliance Hotline - Provide an independent, third-party hotline that any employee can confidentially report issues of concern, in addition to making formal complaints.

6.2 KEY PERSONNEL

The following positions are key personnel required for this Agreement. ICEMA shall have direct access to the key personnel identified in this Agreement at all times. This includes the right to call regular meetings with key personnel, as well as unscheduled inspections, interviews, and visits. Key personnel shall be required to cooperate fully with ICEMA. Contractor shall provide the County with a list identifying the key personnel on or before April 1, 2024, for the County's review and approval. Personnel listed for such positions in the Contractor's RFP Response are identified and may not be decreased without ICEMA approval.

A. Director of EMS Operations

- (1) Contractor must provide an EMS Director who shall oversee and be accountable for all aspects of the Services provided by the Contractor and subcontractor.
- (2) This individual shall have significant prior experience managing large, high- performance 911 emergency medical transport services.

- (3) This individual shall be responsible for the overall quality of clinical care and customer service, develop and implement annual strategic plans and budgets. This position is responsible for monitoring staffing levels in all operations to maintain operational efficiency and response time compliance.

B. Three EMS Operation Managers:(High Desert, West Valley, East Valley)

- (1) Contractor must provide three (3.0 FTE) full time EMS Operations Managers who are responsible for leading the day-to-day operations to accomplish ambulance calls in a timely and efficient manner. The Operation Managers conduct regular demand analysis in coordination with the System Status Management Analyst and develop the master schedule to meet demand most efficiently and expediently; support the Medical Director, CQI and billing support staff; and evaluate, train and follow up with field crews in all areas of protocol compliance and field documentation.
- (2) This individual shall be responsible for ambulance community services, contracts, interface with hospital CEOs, fire chiefs and other community leaders.
- (3) These managers will oversee 20 field supervisors responsible for 911 responses 24/7 who will be always available to support field caregivers.

C. Communications Director

- (1) Contractor must provide one (1.0 FTE) full-time Communications Director.
- (2) The Communications Director will be responsible for all aspects of the emergency and IFT dispatch centers day to day activities.
- (3) The Communications Manager requires an in-depth knowledge of dispatch center operations and policies and the ability to lead and organize personnel to work toward common goals and communicate clearly.

D. Human Resources Manager

- (1) Contractor shall employ and maintain one full-time (1.0 FTE) Human Resources Manager.
- (2) This position will provide direction and facilitate issues regarding employee relations, retention, labor relations, policy, labor contract interpretation and disciplinary procedures.
- (3) The Human Resources Manager will provide guidance to management on various aspects of employment law including FMLA, ADA, investigations, disciplinary procedures, and workplace harassment.

E. Clinical QA-QI Education Manager

- (1) Contractor must provide a full-time (1.0 FTE) clinical education services manager for the San Bernardino County operation. This person must be a paramedic or registered nurse with extensive experience in emergency and critical care with a minimum of three years' full-time experience working in a complex 911 ALS emergency ambulance services system.
- (2) This individual shall be responsible for day-to-day clinical oversight of Contractor's accredited paramedics and certified EMT-Basics, clinical investigations, new hire orientation, initial and continuing education, employee development, clinical performance measurements and continuous quality improvement.
- (3) This position will mine, analyze, and interpret local clinical data derived from the ImageTrend ePCR system, FirstPass, and other data sources to promote clinical quality, high performance service delivery, and community health.

- (4) This individual shall be responsible for developing and advancing the quality of clinical performance.
- F. Contractor must provide practice through the management and oversight of the CONFIRE EMS Quality Management Program and through the leadership and direct supervision of the CONFIRE EMS Quality Management Team comprised of seven (7) Continuous Quality Control (CQI) managers/specialists, twenty (20) field training officers, and documentation quality assurance manager.
- G. Safety/Risk/Infection Control Manager
- (1) Contractor must provide a full-time (1.0 FTE) full-time Safety/Risk Manager.
 - (2) Essential duties and responsibilities include overseeing ongoing compliance of programs including Hazard Communication (HAZCOM), airborne pathogens, blood borne pathogens, lifting and stretcher operations.
 - (3) The Safety/Risk/Infection Control Manager assists in the investigation of all work-related injuries and exposures and assists in retraining personnel as needed and handles oversight of classroom and field instruction on driving-related topics and management of compliance with all local, state and federal regulations, including OSHA, EPA and California Department of Labor regulations.
- H. Logistics Manager
- (1) Contractor must provide one (1.0 FTE) full-time Logistics Manager.
 - (2) This position shall oversee the supply chain purchasing and distribution process, including managing the inventory of equipment and medical supplies stored within the distribution warehouse.
- I. Document Quality Assurance Manager
- (1) Contractor must provide one (1.0 FTE) full-time Fleet Manager.
 - (2) Leads and directs all document and quality assurances staff to ensure documentation required for proper billing of claims is obtained from field staff for billable events.
- J. Fleet Supervisor
- (1) Contractor must provide one (1.0 FTE) full-time Fleet Supervisor.
 - (2) The Fleet Supervisor is primarily responsible for the repair and maintenance of all CONFIRE EMS-owned vehicles and overseeing a team of fleet mechanics and work performed by fleet mechanics.
 - (3) The Fleet Supervisor oversees the completion of all automotive repairs, adjustments, preventive maintenance service and checks of vehicles in accordance with prescribed PM policies and procedures, as well as accurate record-keeping of all services and repairs completed.
- K. Contractor Local Medical Director
- (1) Contractor must provide a local Medical Director licensed by the State of California, experienced in emergency medical services, to oversee its clinical services.
 - (2) This individual must be Board Certified in emergency medicine, experienced in emergency medicine, and preferably fellowship-trained in emergency medical services.
 - (3) This individual shall facilitate the procurement of, be responsible for, and oversee all pharmaceuticals including but not limited to controlled substances used by the Contractor

in delivering service.

- (4) Contractor understands that the local Medical Director is distinct from, and does not have the powers or authority of, the ICEMA Medical Director, as defined in California Health and Safety Code section 1797.202.

L. Public Information Officer (PIO)/Community Relations Manager

- (1) Contractor shall designate a Community Support Liaison who will oversee Contractors community activities such as a new Community Outreach and Support Team program, 911 awareness, CPR, AED use and other public outreach programs.

M. Management Information System (MIS)

- (1) Contractor must provide one (1.0 FTE) full time MIS Director

6.3 CHANGES IN PERSONS ACTING AS KEY PERSONNEL

- A. Contractor agrees that each Key Personnel position is separate and distinct, that it must be filled by a separate individual who is committed to and responsible for the functions of that position, and that it shall not transfer or reassign an individual identified above as Key Personnel without notifying ICEMA and meeting to discuss the impact.
- B. Prior to any replacement of Contractor's Key Personnel with responsibility for this Agreement the County shall be entitled to review and discuss and reasonably object to the proposed replacement.
- C. Such approval shall not be unreasonably withheld. Such approval shall include verification of resume and a completed background check by Contractor to be shared with ICEMA.

6.4 OTHER MANDATORY LEADERSHIP PERSONNEL

Contractor shall have management and supervisory personnel to manage all aspects of emergency ambulance service, including administration, operations, EMS training, clinical quality improvement, record keeping, and field supervision. Such supervision shall be provided continuously 24-hours per day.

Contractor has identified three (3) operational divisions within the Comprehensive Service Area. These are High Desert, West Valley, and East Valley divisions. To provide optimal day to day operations oversight and support, Contractor shall provide one Operations Manager for each operational division and six (6.0 FTE) Operations Supervisor for each division for a total of eighteen (18.0 FTEs) who will oversee their respective division 24/7/365.

A. Support and Field Supervisors

- (1) Field and support Supervisors oversee day-to-day functions of Contractor's operations. In the event a Field Supervisor fails to perform to the satisfaction of the ICEMA Administrator, Contractor shall correct the deficiency in a timely manner.
- a. The Field Supervisor is responsible for the day-to-day operations of field staff, including facilitation of internal communications between field staff and management, outside agency interface, real-time system status monitoring, facilitating short-term scheduling needs, oversight of company facility security, and other operational support functions

as assigned by the Operations Manager.

- b. Field Supervisors serve as the Contractor's on-duty EMS Field Commanders and accordingly must be paramedics with a minimum of three (3) years' experience in a complex 911 system (similar to San Bernardino County), who are highly experienced and competent both administratively and in the management of large and complex emergencies as demonstrated through experience and extensive training in the Incident Command System (ICS).
- c. The Field Supervisor must be able to disseminate initial level corrective action and reports through the operational command structure. It is understood that not all actions are time sensitive and/or need to be approved at the highest levels of the Contractor's management.
 - i. The Field Supervisor is responsible for:
 - Real-time, non-dispatch center-initiated System Status Plan staffing adjustments and minimizing unscheduled unit out-of-service and turnaround times at receiving facilities.
 - Investigating vehicle and general liability issues.
 - Initial management of workers compensation issues.
 - Managing employee performance issues, and customer or stakeholder complaints.
 - ii. The Field Supervisor shall also:
 - Integrate into the ICS structure, assisting with management of complex incidents as needed or requested by partner agencies,
 - Collaborate and cooperate with ICEMA leadership, managers and support personnel, and
 - Communicate with the ICEMA on-call Duty Officer.

6.5 PERSONNEL LICENSURE AND CERTIFICATION

- A. All persons employed by Contractor in the performance of its work, shall be competent and hold appropriate licenses, certifications, and permits in their respective professions and shall undergo a criminal record check. These provisions shall apply to all new employees brought on to start and continue services under this contract and excludes any incumbent San Bernardino County accredited and qualified EMT, paramedic, field supervisor, or existing ambulance management employees accepting employment with Contractor who meets all requirements of ICEMA as contained in these sections. Notwithstanding the foregoing, ICEMA retains its regulatory licensing and certification authority.
- B. All of Contractor's ambulance, and Field Supervisor personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California and, for paramedics, accredited in San Bernardino County. Certification and accreditation requirements are as stated on the ICEMA website www.sbcounty.gov/icema and the website of the State EMS Authority www.emsa.ca.gov.
- C. At all times, Contractor shall retain current documentation including issued course completion certificates and/or cards of all credentials required by ICEMA and/or the State of California including but not limited to copies of current and valid EMT-Basic Certification and Paramedic License and Accreditation documentation for all emergency medical personnel including supervisory and management staff performing services under this Agreement.

- D. Contractor shall provide ICEMA with real-time access 24 hours a day, 365 days a year to all such records and reporting tools within its database approved by ICEMA. Failure to retain such records and/or permitting personnel to provide services absent required credentialing shall be immediately reported to ICEMA with a correlating corrective action plan.
- E. Contractor shall participate in the DMV Employer Pull Notice (EPN) program.

6.6 TRAINING AND CONTINUING EDUCATION

A. Training and Continuing Education Program Requirements:

- (1) Contractor shall maintain approval by ICEMA as an EMS Continuing Education provider (CE provider), as defined in Title 22 of the California Code of Regulations, Division 9, Chapter 11, Section 100390.
- (2) Contractor must provide a comprehensive training/education program for all their paramedic and EMT-Basic personnel. Joint training sessions for ambulance and fire service first responders are required at mutually agreed to frequencies. Contractor's employee training program shall be subject to approval by ICEMA and include, but not be limited to:
 - a. Advanced training for EMT-Basics staffing ALS ambulances.
 - b. Orientation to the San Bernardino County EMS System.
 - c. Customer service and cultural sensitivity.
 - d. Pre-accreditation field evaluation for paramedics.
 - e. Post-accreditation education, supervision, evaluation.
 - f. Customer Service and cultural sensitivity, intelligence/humility, including Lesbian, Gay, Bisexual, Transgender, Queer/Questioning+ (LGBTQ+) Awareness and Sexual Harassment Training.
 - g. Continuing education that is linked to quality improvement activities, including skills, procedures protocols, issues, and other programs such as Just Culture.
 - h. Programs and activities to maintain uniform skill proficiency.
 - i. Develop comprehensive training and education opportunities with fire service and ambulance personnel.
 - j. HIPAA, Privacy, and Compliance Training.
 - k. Meets all training standards established by ICEMA Policy 1030R1.
- (3) Contractor shall maintain a single electronic database for all clinical personnel utilizing and will provide ICEMA access to this database. The database will be continually updated so that records are current. The database will include, but not be limited to:
 - a. Employment status (e.g., currently employed by, previously employed by)
 - b. Certification/licensure
- (4) Paramedic accreditation
- (5) Required certifications within the contract: Basic Life Support (BLS), Cardiopulmonary Resuscitation, (CPR), Advanced Cardiovascular Life Support (ACLS), Pediatric Advanced

Life Support (PALS), Prehospital Trauma Life Support (PHTLS) and BLS / Advanced Life Support (ALS) skill refresher and Emergency Vehicle Operator Course (EVOC).

- (6) PALS and PHTLS certifications can be provided to ICEMA by October 1, 2025.
- (7) Any on-going training required by the ICEMA Medical Director (e.g., quarterly training).

B. Paramedic Training Requirements:

- (1) Pediatric Advanced Life Support or Pediatric Emergencies for the Prehospital Provider.
- (2) Prehospital Trauma Life Support or International Trauma Life Support, Basic Trauma Life Support or equivalent as determined by ICEMA.
- (3) Advanced Cardiac Life Support.
- (4) Bariatric Training to ensure safe movement and transport of morbidly obese patients.
- (5) Incident Command System (ICS), 100, 200, 700 for non-supervisory personnel, and ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS for Field Supervisory personnel.
- (6) Multi-Casualty Incident (MCI) Response training that includes ICEMA MCI Plan, and ReddiNet awareness.

E. EMT-Basic Training Requirements

- (1) Cardiopulmonary Resuscitation Certification
- (2) Bariatric Training to ensure safe movement and transport of morbidly obese patients.
- (3) Multi-Casualty Response training that includes ICEMA MCI Plan, and ReddiNet awareness.

F. Additional Qualifications and Training

- (1) Contractor shall train all ambulance personnel, supervisory, and management staff in their respective roles and responsibilities under ICEMA Multi-Casualty Incident Plan including training if appropriate, in the ReddiNet system to prepare them to function in the medical/health portion of the ICS.
- (2) Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol, or other behavioral or stress related problems, as well as difficult scenes on an on-going basis.
- (3) Contractor shall provide EVOC training to promote safe driving and prevent vehicular crashes/incidents to each of its personnel who operate a vehicle in performing service under this Agreement, including on-going driver-training for ambulance and field supervisory personnel.
- (4) Contractor shall provide training to all prehospital personnel in prevention, Personal Protective Equipment (PPE), and universal precautions.
- (5) Contractor may offer and/or require additional personnel qualifications and training beyond ICEMA requirements, including local optional scope of practice training.

- (6) Contractor shall ensure paramedics participating in the Sheriff SWAT program are trained to the California Tactical Casualty Care (TCC) training program and the Tactical Emergency Medical Services (TEMS), to respond as a medical support services provider to critical law enforcement incidents.
- (7) Contractor shall provide an EMS education program and make it available to all San Bernardino County EMS System providers to include:
 - a. Access to advanced clinical education equipment, including airway heads, MCI training kits IV/I0 arms and moulage kits.
 - b. Access to high-fidelity simulation manikins.
 - c. Access to online training for continuing education

6.7 AMBULANCE WORK SCHEDULES AND WORKING CONDITIONS

- A. Contractor's work schedules and assignments shall provide reasonable working conditions for ambulance personnel.
- B. At least 51% of the employers' schedule shall be Contractor's full-time employees.
- C. Contractor's work schedules and assignments shall provide reasonable working conditions for ambulance personnel. Ambulance personnel cannot be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance personnel must have sufficient rest periods to ensure that they remain alert and well-rested during work periods.
- D. Daily and monthly monitoring of the 911 system Unit Hour Utilization (UHU) to address employee fatigue.
- E. Contractor shall make available to ICEMA, copies of work schedules, (individual and collective), shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.
- F. Contractor shall establish best practices to minimize the turnover rate among the Contractor's personnel and report annually it's employee turnover rate.
- G. Contractor shall provide its policy to ICEMA describing how Contractor measures workload and fatigue for ambulance crews.
- H. Contractor shall provide its personnel recruitment and screening processes.
- I. Contractor shall provide a copy to ICEMA of its employee retention program.
- J. Contractor shall make available a copy to ICEMA the organization's programs, policies, and procedures for occupational health and safety and communicable disease control, including communicable disease prevention.
- K. Contractor shall make available a copy of the organization's pre-employment and on-going physical and mental health ability evaluation processes.

6.8 CREW STATIONS AND SUB-STATIONS

- A. The Contractor shall provide stations and sub-stations or other strategic posts that are accessible to on-duty field-based personnel 24/7/365. At a minimum, these facilities shall:

- (1) Be climate controlled (air conditioning and heat)
- (2) Sleeping quarters to accommodate 24-hour personnel
- (3) Have adequate and comfortable seating to accommodate a complete on-duty crew
- (4) Have at least one operable toilet, sink, and microwave as well as a desk, and chair
- (5) Have data capability to enable patient care charting and uploading of documents
- (6) Have adequate accommodations to meet the needs of nursing mothers
- (7) Be compliant with the Occupational Safety and Health Administration (OSHA)/California OSHA (Cal OSHA) regulations

- B. Any changes to the locations of Contractor's stations, substations or local headquarters will be subject to approval of the ICEMA Administrator. Such approval shall not be unreasonably withheld.

6.9 COMPENSATION AND BENEFITS

- A. The Contractor should provide reasonable compensation and benefits, equal to or greater than what is being provided to the incumbent workforce to attract and retain experienced and highly qualified ambulance personnel to be compliant with 1797.230 and 1797.231. The Contractor is encouraged to establish programs that result in successful recruitment and retention of personnel.
- B. Contractor shall provide to ICEMA completed copies of the compensation package for all personnel required under this Agreement including Dental and Optical insurance coverage. comparable to fire department operations in the same geographic region.
- C. Additional employee programs shall include but are not limited to:
- (1) Financial bonuses related to retention, sign-on and re-location programs
 - (2) EMT to Paramedic scholarships

6.10 COMMUNICABLE DISEASES. EMPLOYEE SAFETY, WELLNESS AND PREVENTION

- A. Contractor shall have an ICEMA approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- B. Contractor shall have a pre-employment and on-going physical ability evaluation processes.
- C. Contractor shall have communicable disease control and safety policies and procedures.
- D. Contractor shall ensure appropriate PPE provided to ambulance crews to include at a minimum:
- Eye protection on person, in carry-in bags and in the vehicle
 - Direct access to 3E Safety Data Sheets (SDS) online binder
 - Surgical masks
 - Impervious gowns

- Exam gloves in appropriate sizes
 - Waterless viricidal hand cleaner & towelettes
 - Easily accessible sharps disposal containers
 - Impervious shoe covers
 - N95/P100 respirators (annual mask fit testing for all employees)
 - Disposable absorbent barriers (chux)
 - Lined Paper sheets to protect patients
 - High visibility coats, jackets and/ or vests
 - Containers for disposal of bio-hazardous waste
 - Sharps and pharmaceutical waste, red biohazard bags and
 - Yellow infectious linen bags
 - Department of Transportation (DOT) HazMat reference book
- E. Contractor shall have an employee wellness program and health screenings that are designed to help employees improve their overall physical health.
- F. Contractor shall have an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.).
- G. Contractor shall maintain and strictly enforce policies for infection control, cross-contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.
- H. Contractor shall develop an injury prevention program to reduce work injuries such as back injuries with the use of power assisted gurney and other employee safety measures.
- I. Contractor shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.
- J. Any changes to Communicable Diseases, Employee Safety, Wellness and Prevents programs shall be approved by the ICEMA Administrator.

6.11 PROFESSIONAL CONDUCT

ICEMA expects and requires professional and courteous conduct and appearance at all times from Contractor's ambulance personnel, managers, and executives. Contractor shall address and correct any departure from this standard of conduct.

SECTION VII - CLINICAL PERFORMANCE STANDARDS

7.1 ICEMA MEDICAL OVERSIGHT

- A. ICEMA will furnish medical control services including the services of the ICEMA Medical Director for all system participants' functions in the EMS System (e.g., medical communications, First Responder Agencies, transport providers).
- B. ICEMA, through base hospital physicians (as defined in Health and Safety Code section 1797.59), shall also provide online medical control to field personnel 24 hours a day, seven days a week, 365 days a year.
- C. ICEMA recognizes the unique role of the ICEMA Medical Director in delegating to Contractor's personnel the authority to perform certain medical interventions in accordance with the standards outlined by California law.
- D. Contractor shall immediately notify ICEMA of potential violations of the California Health and Safety Code, California Code of Regulations, or ICEMA policy and protocols. Contractor shall complete an incident or unusual occurrence report within 24-hours for personnel involved in an unusual occurrence. Contractor shall cooperate fully with ICEMA and/or the California EMS Authority in the investigation of an incident or unusual occurrence.

7.2 PROTOCOLS, POLICIES, AND PROCEDURES

- A. To ensure appropriate levels of quality care, Contractor and its personnel shall comply with all ICEMA policies, procedures, and medical protocols and other requirements established by the ICEMA Medical Director.
- B. ICEMA may require that any of the Contractor employees attend a medical review/audit when necessary for clinical quality improvement purposes, at no cost to EMS Agency or the County.

7.3 CLINICAL QUALITY IMPROVEMENT

The goal of Contractor's Quality Improvement Plan is to attain the highest level of performance for an emergency medical services system in California. Services and care delivered must be evaluated by the Contractor's internal quality improvement processes and, as necessary, through ICEMA's quality improvement procedures to improve and maintain clinical excellence.

- A. Contractor shall be financially responsible for FirstWatch products, FirstWatch OCU, and FirstPass. Contractor also commits to pay all costs for data source integration including initial implementation costs, ongoing annual support, and maintenance charges. The FirstPass module will be used to monitor Contractor's clinical performance.
- B. The Contractor must make a continuous effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error minimized through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.
- C. The Quality Improvement (QI) program must meet the requirements of Title 22 of the California Code of Regulations, Division 9, Chapter 12 (EMS System Quality Improvement), ICEMA policies and related guidelines and documented utilizing the EMSA Approved EMS

Quality Improvement (EQIP) Template.

- D. The program must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care to improve patient care service and outcome.
- E. The program may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development, and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

7.4 QUALITY PERFORMANCE

Contractor shall develop a written quality improvement plan which shall be approved by ICEMA.

- A. Contractor must submit the EMS Quality Improvement Plan (EQIP) plan prior to the Service Start Date. The plan shall be consistent with the guidelines outlined in California Code of Regulations, Title 22, Division 9, Chapter 12 and ICEMA's EMS Quality Improvement Plan and adhere to any future changes to the plan. The plan must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The plan may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.
- B. Ongoing QI requirements:
 - (1) Review and submit the EQIP annually for appropriateness to the provider's operation and revise as needed.
 - (2) Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the quality improvement program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with ICEMA Medical Director or their designee.
 - (3) Submit a monthly report to ICEMA to show compliance with the approved plan and areas for improvement including key performance indicators developed in collaboration with ICEMA.
 - (4) Provide the County with an annual update, from date of approval and annually thereafter, on the provider's QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators.
 - (5) Contractor shall actively participate in ICEMA's Quality Improvement process that may include making available relevant records for program monitoring. This commitment includes, but is not limited to:
 - a. Active participation of Contractor's senior leadership (Operations Manager, Clinical Manager, Medical Director) in EMS groups or committees dealing with quality management.
 - b. Designation of a Clinical Quality Manager to oversee Contractor's quality program.

- c. Submission of monthly comprehensive key performance indicator reports to ICEMA.
- d. Involvement in projects designed to improve the quality of EMS in San Bernardino County, including the submission of data that would allow the county to participate in participation in State and National Benchmarking, including California's EMS System Core Quality Core Measures Project, Cardiac Arrest Registry to Enhance Survival (CARES), National EMS Quality Alliance (NEMSQA) (formerly EMS Compass), and Mission: Lifeline.
- e. Contractor shall review at a minimum 10% of randomly selected for each type of ALS, BLS, and CCT transport by the Clinical QI team or designated staff.
- f. Active participation, when available, in local Health Information Exchange (HIE) data sharing initiatives approved by ICEMA.

7.5 QUALITY PROCESSES AND PRACTICES

The Contractor shall strive for clinical excellence. This includes, but is not limited developing a score card to track and monitor performance of:

- A. Clinical care and patient outcome.
- B. Skills maintenance/competency.
- C. Mastery of ICEMA Policies and Procedures.
- D. Patient care and incident documentation.
- E. Evaluation and remediation of field personnel.
- F. Measurable performance standards.
- G. Implementation and operationalization of its Quality Improvement Plan.

7.6 ICEMA EMS CLINICAL PERFORMANCE MEASURES

ICEMA requires the Contractor to develop Clinical Performance Measures in coordination with the ICEMA Medical Director. An example of clinical standards is identified in Exhibit 6. Contractor may establish additional Clinical Performance Measures. Clinical Performance Standards will become part of the Contractor's QI plan as outlined in Section 7.3 and according to ICEMA policy. It is understood, due to the nature of Clinical Performance Standards, a phase-in discovery period as defined in Section 7.7 will be necessary, and standards may not be fully defined at the beginning of the Agreement.

7.7 MEASUREMENT OF CLINICAL PERFORMANCE STANDARDS

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing whatever level of effort is necessary to achieve the agreed-upon Clinical Performance Standards approved by the ICEMA Medical Director. The ICEMA Medical Director will have the final approval of all performance measures implemented as part of this agreement. Below are specific timelines for these performance standards to be

developed in collaboration with ICEMA.

- A. 0-6 months of agreement: Build and test measurement system to establish benchmarks and develop a mutually agreed upon Indicator Specifications Sheet to identify specific performance measures.
- B. 6-12 months: Run reports to collect data, develop standards of performance, provide training and test improvement methods.
- C. 12-18 months: Examine performance, address deficiencies, finalize thresholds, and establish underperformance requirements which may include liquidated damages.

It is understood that adequate time is being provided to determine a baseline measurement for each of the finalized clinical performance standards. The Contractor shall ensure EMS personnel are trained to these standards in a manner consistent with this goal.

7.8 CLINICAL PERFORMANCE STANDARD LIQUIDATED DAMAGES

It is the goal of ICEMA is to ensure the delivery of quality of clinical care that adequately addresses the medical condition for all patients. To adequately implement these measures, there is an extended period of eighteen months to identify, test, implement a process to measure specific clinical performance, and evaluate performance improvement strategies.

- A. Contractor shall work with ICEMA to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates over a defined period as outlined in 7.7 above. If Contractor underperforms, based on baseline compliance rates, Contractor shall conduct a comprehensive performance improvement process that includes identification of root cause. Contractor will be required to implement a corrective action plan. The ICEMA Medical Director will work in consultation with the Contractor to make recommendations and have final approval of any corrective actions prior to implementation. If this process is not implemented.
- B. Contractor understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this Agreement will result in damage to ICEMA and the County. It will be impracticable to determine the actual amount of damage whether in the event of underperformance or nonperformance, failure to meet standards or any other deviation. Therefore, Contractor and ICEMA agree to the process to establish liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damage amounts are not to be considered a penalty, but shall be deemed, taken, and treated as reasonable estimate of the damages to the County. If all corrective actions identified are implemented, no liquidated damages will be assessed.
- C. Contractor understands that Clinical Performance Standards will be periodically updated to reflect current medical standards. Liquidated damages paid by Contractor for each Clinical Performance Standard in which the Contractor fails to maintain the requisite compliance after a comprehensive Performance Improvement Plan shall be assessed.
- D. The Contractor shall pay liquidated damages to ICEMA for the underperformance of Clinical Performance Standard as measured quarterly unless exempted by ICEMA using the FirstWatch program. An example of clinical liquidated damages assessments is located in Exhibit 6.
- E. Exemptions include, but are not limited, to the following:

- (1) Verified equipment failure with appropriate documentation of reporting and resolution.
 - (2) Verified technical failure to upload 12-lead ECG.
 - (3) Communication failure for advance notice of trauma and stroke.
 - (4) Patient declines treatment and it is properly documented.
 - (5) Specialty care center unable to accept stroke, STEMI, or trauma patient.
 - (6) Higher priority concerns take precedence (e.g., scene safety).
- F. The Contractor understands ICEMA's independent verification of meeting clinical metrics derives from documenting the care consistent with the data standards brought forth by the National EMS Information System (NEMSIS) and the California EMS Information System (CEMSIS). All assessments, treatments, and specialty care notifications shall be captured in the appropriate designated NEMSIS field. Any documentation in an inappropriate field, such as the narrative only, will not be counted toward the numerator in the compliance calculation.

SECTION VIII - DATA AND REPORTING

8.1 FIRSTWATCH SYSTEM REQUIREMENTS

System Requirements for response time and clinical performance measurement. Contractor shall fund the full startup and ongoing costs of ICEMA's agreement with FirstWatch. With the use of their Online Compliance Utility (OCU) and FirstPass data programs, ICEMA will monitor the performance of Contractor in delivering services to the Comprehensive Service Area under the terms of this Agreement. Contractor and system partners shall be granted access to their data in OCU and FirstPass by ICEMA. The FirstWatch data platform will be linked to ICEMA's ImageTrend Electronic Patient Care Report (ePCR), the ICEMA designated EMD Center and Contractors dispatch to automate the process of compliance reporting, provide real-time clinical and operational performance dashboards and enable prompt alerting based upon events transpiring in the EMS system.

8.2 DATA AND REPORTING RESPONSIBILITY

Contractor shall provide detailed operations, clinical, administrative, and financial data as requested and, in a manner, approved by ICEMA.

8.3 PERFORMANCE DATA AND REPORTING

- A. Contractor will collaborate with ICEMA to provide routine and ad hoc reports.
- B. Contractor shall support the implementation of technology that will fully integrate electronic records and alignment of data sets EMS system-wide, in cooperation with ICEMA. A fully implemented tool will be capable of the following:
 - (1) Allow for quantitative reporting of overall clinical and operational performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison, and greater collaborative research opportunity; and
 - (2) Provide real-time data access to any partnering agencies for use in fire-based EMS QI activities.
 - (3) Contractor shall work in earnest and good faith with ICEMA on all data initiatives used to support clinical care and quality improvement.

8.4 ELECTRONIC PATIENT CARE REPORTING

Contractor will be required to provide (ePCR) data, in a form and timeframe prescribed by ICEMA, pursuant to California Health and Safety Code section 1797.227 and approved by the ICEMA Medical Director, for patient documentation on all EMS system responses by Contractor and/or fire departments within the County including patient contacts, cancelled calls, and non-transports. The ePCR shall be accurately completed to include all information required by ICEMA and Title 22 of the California Code of Regulations, Division 9, Chapter 4, Article 8, Section 100171.

- A. The ImageTrend ePCR platform, is the ICEMA preferred patient care report system and Contractor is required to pay the annual fee for licensing this product.
- B. The ePCR system has the capability of mobile data entry in the Contractor's ambulances, supervisor support vehicles and fire first response vehicles, as well as at the patient's bedside.

The ePCR system complies with the current versions of NEMSIS and CEMSIS. In accordance with Health and Safety Code 1797.227. Compliant means a system that has been tested and certified "compliant" by NEMSIS. The ePCR system complies with the current mapping standards and data dictionary, as promulgated by EMSA and ICEMA. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities such as EMSA's Patient Unified Lookup System for Emergencies (PULSE) and hospitals in an HL7 format.

- C. The ePCR system has the capability to:
- (1) Link with the CAD to import all data for all calls.
 - (2) Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field.
 - (3) Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support.
 - (4) File the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record.
 - (5) Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system.
- D. ICEMA approved ePCR must be completed for all patients at the earliest opportunity consistent with EMS Agency policy, pursuant to California Health and Safety Code, Section 1797.227.
- E. Contractor's ePCR must provide other data points consistent with the CEMSIS and ICEMA validation system, including any needed modifications to support EMS system data collection.
- F. As health information systems evolve, the Contractor agrees to work with ICEMA and local hospitals to establish, and/or participate in, a Health Information Exchange (HIE) with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities, including analysis of outcome data associated with individual patients. Should Contractor demonstrate that such HIE efforts have an associated financial impact, Contractor and ICEMA agree to meet and confer over that impact to cost or revenue.

8.5 RECORDS AND REQUIRED REPORTS

A. Personnel Reports:

- (1) Contractor shall provide ICEMA with a list of all EMT-Basics and Paramedics employed by Contractor, as part of the ICEMA Agreement, as of the commencement date of the Agreement, who may provide services under this Agreement, and quarterly thereafter and shall update that list whenever there is a change throughout the year. This requirement may be met by Contractor keeping their employee certification and training database platform up to date.
- (2) The personnel list shall include, at a minimum:
 - a. Name
 - b. California Paramedic license number and expiration date or EMT-Basic certification number and expiration date
 - c. Expiration date of all required courses
 - d. California Driver's License number

- e. Residential address
- f. Email address

B. The County expects Contractor to proficiently plan for and manage turnover so as to ensure the stability of its operations at all levels. Contractor shall develop and implement mechanisms to track, report, and provide information to the ICEMA Administrator.

8.6 COMMUNITY REPORT

A. Contractor shall provide an annual report to ICEMA on community programs and activities including, but not limited to:

- (1) Number of conducted community education events
- (2) First Responder/Law Enforcement Training
- (3) CPR classes taught in Spanish and Mandarin language, including warning signs of heart attack and stroke
- (4) Drowning prevention programs
- (5) Community Emergency Response Team (CERT) volunteer training in Spanish
- (6) Opioid awareness education in schools
- (7) Narcan leave behind and narcotic/drug drop box programs
- (8) Drunk driving prevention in schools
- (9) Choking prevention
- (10) Diabetes education/blood sugar checks
- (11) Appropriate use of vehicle child-restraints
- (12) Trip/fall hazards prevention
- (13) Public relations activities
- (14) Employee recognition

8.7 CUSTOMER FEEDBACK SURVEYS

A. Customer Service Outreach and Customer Inquiries:

- (1) Contractor will provide a platform for internal and external community feedback and conduct regular internal randomized Customer Service Evaluation audits. Contractor will develop an enhanced patient satisfaction survey to assess, compare and provide third-party reports on how patients perceive the quality of care and will provide access to comments to ICEMA quarterly. All complaints may be anonymous but are to be counted with a unique identification number along with date and time of receipt.
- (2) Contractor shall have a customer service telephone line giving customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The telephone line

shall be accessible without charge to all callers within the continental United States.

- (3) The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number will be published on the Contractor's website and publicized at local healthcare facilities and public safety agencies.
- (4) If the number is answered by an automatic greeting and/or menu selection, the initial message must immediately convey that this is a customer service line, and if caller has an emergency to hang up and dial 911 in case the caller inadvertently called the customer service line looking for emergency service.
- (5) Members of the Contractor's management team are to be notified of any complaint calls. Incidents that require follow-up to the customer must be resolved by the end of three (3) business days from when the call was received, and if not possible, notification must be made to the customer with the status of the request.

B. Handling Service Inquiries and Complaints:

- (1) Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
- (2) Contractor shall submit to ICEMA, on a monthly basis, a list of all complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the EMS Medical Director using ICEMA's unusual occurrence procedure within twenty-four (24) hours of the initial inquiry.

- C. Contractor shall submit the results of a customer satisfaction survey administered by a third-party to the ICEMA Administrator annually.

8.8 OTHER REPORTS

- A. Contractor shall promptly allow for the inspection of and/or provide a copy of other reports and/or records as may be reasonably required by ICEMA Administrator.
- B. These reports and/or records include copies of any memos and/or other correspondence distributed to field personnel related to EMS clinical or operational issues as well as newsletters or updates provided to Contractor's personnel and/or system stakeholders.

SECTION IX - SUB-CONTRACTING

9.1 SUB-CONTRACTING RESTRICTIONS

Except for the sub-contracting provisions specified herein, Contractor shall not assign or sub- contract any portion of the Agreement for services to be rendered without prior written consent of County, which County may withhold in its sole discretion, and any assignment made contrary to the provisions of this section may be deemed a material breach of the Agreement and, at the option of County shall not convey any rights to the assignee.

SECTION X -ADMINISTRATIVE REQUIREMENTS

10.1 REGULATORY AND POLICY REQUIREMENTS

- A. Contractor shall provide services in accordance with the requirements of California Health and Safety Code sections 1797 et seq., California Code of Regulations, Title 22, Division 9, and ICEMA Policies and Procedures, and all other applicable State and Federal requirements, including any amendments or revisions thereof.
- B. Contractor shall follow all direction provided by the Executive Officer, EMS ICEMA Administrator, their designee, or the ICEMA Medical Director.
- C. Contractor will cooperate with ICEMA's ongoing development of policies and procedures for appropriate patient care.

10.2 COMMISSION ON ACCREDITATION OF AMBULANCE SERVICES

Contractor and Subcontractor shall become accredited by the Commission on Accreditation of Ambulance Services (CAAS) for the Comprehensive Service Area within 18 months following commencement of the Contract term and shall maintain this accreditation throughout the terms of this Agreement.

10.3 NEW EMPLOYEE AND COMPANY ORIENTATION

- A. Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall be approved by ICEMA and include at a minimum:
 - (1) Pre-employment seven-panel drug screen
 - (2) Pre-employment Department of Transportation (DOT) physical
 - (3) Criminal records background check, sex offender registry and OIG
 - (4) Licensure verifications
 - (5) Three-year motor vehicle records and insurance approval
 - (6) Pre-employment cognitive written exam – scoring 75% or higher
 - (7) Pre-employment psychomotor practical skills exam – scoring 75% or higher
 - (8) Oral interview with management
 - (9) Successful completion of 40-hour classroom orientation
 - (10) Successful completion of 48-hour clinical ride
 - (11) Completion of Company Equipment and Vehicle Operation (CEVO) course
 - (12) Agency policies and procedures
 - (13) Radio communications with and between the provider agencies, base hospital, receiving hospitals, and County communications centers

- (14) Ambulance and equipment utilization and maintenance
- (15) Continual orientation to customer service expectations
- (16) Performance improvement
- (17) The billing and reimbursement process, and compliance

B. Cognitive and Psychomotor Examination

- (1) Paramedic and EMT cognitive exams based on the national standard curricula by the National Highway Traffic Safety Administration (NHTSA).
- (2) Psychomotor examination consisting of five (5) separate skills in a scenario-type format to approximate the abilities of the EMT or paramedic to function in the out-of-hospital setting.

C. Candidates must demonstrate an acceptable level of competency in the following skills:

- (1) Patient Assessment – Trauma
- (2) Ventilatory Management
- (3) Basic Life Support
- (4) Advanced Cardiac Life Support Megacode (Paramedic Only)
- (5) IV and Medication Administration
- (6) OB-GYN and Pediatric Emergencies

10.4 EMS ORIENTATION

- A. Contractor shall ensure that all field personnel, not previously employed in San Bernardino County, attend a Contractor orientation to the San Bernardino County EMS System which shall be approved by ICEMA.
- B. This orientation shall offer an overview of the San Bernardino County EMS system, review of ICEMA EMS Policies and Procedures with particular attention to specialized systems of care, EMS documentation requirements, and Local Optional Scope practices.

10.5 HEALTH AND SAFETY/INJURY AND ILLNESS

- A. Contractor shall have an EMS Agency Occupational Safety and Health Policy that complies with all California Occupational Safety and Health Administration (Cal OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste.
- B. All prehospital personnel shall be trained in prevention, Personal Protective Equipment (PPE), and universal precautions.
- C. The Health and Safety program shall include, at a minimum:
 - (1) Pre-screening of potential employees (including drug testing consistent with California law)
 - (2) Initial and on-going driver training
 - (3) Lifting technique training

- (4) Hazard reduction training
 - (5) Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues.
 - (6) Involvement of employees in planning and executing its safety program; and
 - (7) Review current information related to medical device FDA reportable events, recall, equipment failure, accidents.
- D. Contractor's health, safety and risk mitigation process will include, at a minimum:
- (1) Gathering data on all incidents that occur among the Contractor's workforce.
 - (2) Analyzing the data to find causative factors and determine preventive measures.
 - (3) Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors.
 - (4) Gathering health and safety information as required by law.
 - (5) Implementing training and corrective action on health and safety related incidents, as required by law.
 - (6) Providing initial and on-going training on safe practices and interventions.
 - (7) Providing safe equipment and vehicles.
- E. Contractor shall provide adequate PPE to employees, including universal precautions for routine care, uniforms and personal protective gear to employees working in hazardous environments, including but not limited to rescue operations and motor vehicle collisions. The Contractor shall select this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. All field providers must be trained in the use of PPE and fit tested when appropriate. Policies and procedures must clearly describe the routine use of PPE on all patient encounters. The Contractor shall maintain uniform standardization as approved by ICEMA.
- F. PPE shall meet all State and Federal requirements specific to EMS use and State of California EMS Authority recommendations for PPE. At a minimum, personal protective gear shall include appropriate protection for:
- (1) Head (e.g., safety helmet)
 - (2) Eyes (e.g., safety helmet face shield or goggles)
 - (3) Ear protection
 - (4) Skin (e.g., jacket and gloves)
 - (5) Respiratory protection (e.g., face masks and N95 masks)

10.6 EVOLVING OSHA AND OTHER REGULATORY REQUIREMENTS

- A. If regulatory requirements change for occupational safety and health, including but not limited to, infection control, blood borne pathogens, and TB during the term of this Agreement the Contractor shall adopt procedures that meet or exceed all requirements.
- B. Contractor shall make health screening and all currently recommended immunizations available

to its high-risk personnel at no cost.

10.7 SUPPORT OF LOCAL EMS TRAINING ACTIVITIES

- A. The County EMS system is composed of multiple individuals and agencies. ICEMA expects the Contractor to collaborate and work with these system stakeholders in improving service, clinical care, and system performance. The stakeholder groups include but are not limited to, physicians, nurses, paramedics, EMT-Basics, and fire service personnel.
- B. In an effort to continually bring new caregivers into the EMS system, Contractor shall:
 - (1) Offer educational opportunities for EMT-Basic students to ride-along on Contractor's ambulances. Preference should be given to local EMT training programs. Participating programs will be required to execute a ride-along agreement with Contractor.
 - (2) Provide preceptors and internships for paramedic students enrolled in community colleges and private training programs located in San Bernardino County. These local training programs will generally have priority over out-of-county training programs, but not over Contractor's local employees who may be enrolled in an out-of-county training program.

10.8 SPECIAL TEAMS AND EVENTS

- A. Contractor shall develop or expand the following special operational programs:
 - (1) Fire/Unique Incident Medical Support
 - (2) Enhanced Remote Response Capabilities
 - (3) Tactical Medic Program
 - (4) Paramedic Bicycle Team

10.9 PARTICIPATION IN EMS SYSTEM DEVELOPMENT

- A. ICEMA anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. ICEMA requires that its provider(s) actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning. Contractor shall participate and assist in the development of system changes.
- B. Contractor shall explore a telehealth option with ICEMA and the ICEMA Medical Director to develop a telehealth technology program incorporated into the caregivers ePCR tablet that may allow patients to receive the right care at the right time with the right resources reducing the financial burden on the patient of an ambulance transport and emergency department bill.
- C. Providing person-centered care, such that beneficiaries receive the appropriate level of care while having greater control of their healthcare through the availability of more options.
- D. Encouraging appropriate utilization of services, to meet healthcare needs effectively.
- E. Increasing efficiency in the EMS system, to more readily respond to and focus on high-acuity cases.
- F. Contractor will be expected to work with ICEMA and EMS system participants to analyze the benefits of new innovative programs and discuss the implementation and value of telehealth programs for San Bernardino County.

10.10 COMMUNITY PARAMEDICINE

- A. Contractor, and EMS Agency shall work together to provide additional creative solutions to support the health and welfare of community members through the utilization of fire and ambulance personnel to conduct programs such as reduction of repeat hospital visits with patient home follow-up, transportation to alternate locations.
- B. Contractor shall meet and confer on the potential implications of local Community Paramedic programs. All programs must be approved by ICEMA.
- C. Contractor will provide Rapid Resource Vehicles with the approval of ICEMA and area hospitals to provide additional staff, system resources, replenish stretchers and other equipment, with the goal of reducing Ambulance Patient Offload Delays (APOD).
- D. Behavioral Health Units - Contractor will consult with ICEMA and the ICEMA Medical Director on the implementation of its new secure Behavioral Health Transportation vehicles to reduce emergency department waiting time and unnecessary ambulance transport. This new added service will be available on April 1, 2024

10.11 COMMUNITY EDUCATION

- A. Training a Future Workforce – As part of a recruiting and hiring approach, within one (1) year of startup, Contractor will provide free EMT training and certification to entry level trainees who want to begin a career in EMS. Contractor will partner with a local community college and its continuing education program to support multiple EMT Academies each year with paid tuition and testing fees.
- B. Upon graduation and passing of the National Registry EMT exam, EMTs will work initially on Contractor ambulances for a specified period of time. EMTs will then have preferred placement when local fire service agencies recruit for firefighter-EMT positions if they so choose.
- C. Contractor will support prevention and system access through community education programs provided to schools, and community groups. Contractor shall lead or participate in such programs working collaboratively with ICEMA, other public safety and EMS-related groups.
- D. Contractor will annually plan and implement definitive community education programs, which will include the identification of and presentation to key community groups which influence the public perception of the EMS system's performance. Programs offered but not limited to:
 - (1) Chest Pain Awareness and hands only CPR training events
 - (2) "Stop the Bleed" education
 - (3) Fall Prevention programs
 - (4) Fill the ambulance charity event
 - (5) Participation in "EMS Week" and other educational activities involving prevention, system awareness, system access and appropriate use of the EMS system.
- E. Collaborate with ICEMA and invite fire agencies to participate in offering free of charge education to skilled nursing facilities on effective access and efficient utilization of the 911 system on an annual basis. This program will build relationships that influence the public's perception of the EMS system within these care communities and provide training to facility staff on:

- (1) San Bernardino County's EMS response.
 - (2) How to be prepared when calling 911.
 - (3) Requests for EMS with Physician Ordered Life Sustaining Treatment (POLST) in place.
 - (4) What EMS responders will need when they arrive.
- F. Partner with the California Highway Patrol (CHP) "Every 15-Minutes" and other Driving Under the Influence (DUI) reduction programs.
- G. Provide event planning support, EMS staff, and equipment for programs in the County as requested by CHP.

10.12 ENVIRONMENTAL REQUIREMENTS

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

10.13 RECYCLING

San Bernardino County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. Contractor shall make reasonable efforts to comply with County Policy 11-08, The County, therefore, encourages its Contractors to recycle appropriate materials offered by the waste disposal services in the area, and reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible, and reuse appropriate items when possible. Also important is the proper disposal of toxic, flammable, biohazard and/or hazardous materials.

Some examples of environmentally friendly practices include:

- A. Backhauling product packaging to the supplier for reuse or recycling.
- B. Shipping in bulk or reduced packaging.
- C. Using soybean-based inks for packaging printing.
- D. Using recycled product packaging or using recyclable or reusable packaging material the County encourages all Contractors for goods and services to adhere to these principles where practical.

10.14 CONFORMITY WITH LAWS AND SAFETY

In performing services under this Agreement, Contractor shall observe and comply with all applicable

laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

10.15 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

Employment Discrimination

- A. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- B. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- C. Contractor shall recruit vigorously and encourage minority - and women- owned businesses to bid its sub-contracts.
- D. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- E. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

10.16 DRUG AND ALCOHOL-FREE WORKPLACE

Contractor shall maintain a drug and alcohol-free workplace. Contractor shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any facility or work site.

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing services under this Contract:

Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

10.17 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance provided, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

10.18 ACCIDENTS

- A. If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement and/or warrants submission of an ICEMA Unusual Occurrence Report (as per ICEMA Policy), Contractor shall immediately notify the County, but not more than two hours following the incident, by contacting the ICEMA designated EMD Center and speaking with ICEMA Duty Officer on call. Doing so is mandatory prior to any news or social media release by contractor.
- B. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant the County the opportunity to review and inspect such evidence, including the scene of the accident, provided, however, this shall not be construed to require contractor to disclose communications privileged under attorney-client privilege or correspondence created under the attorney work product doctrine
- C. Contractor to have a policy prohibiting the taking and release of photos of patients or victims by any device unless officially directed to do so by a specifically authorized contractor manager(s).

10.19 WORKER'S COMPENSATION

Contractor shall provide Workers' Compensation insurance, in accordance with Exhibit 4, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

10.19 FORCE MAJEURE

In the event the Scope of Work (as detailed in the Request for Proposals [RFP] Section IV) is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions or otherwise affects San Bernardino County and the Contractor's labor or supply chain, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. If one party believes a Force Majeure event has occurred, they shall promptly notify the other party. Both parties shall meet and confer to discuss ways to mitigate the potential impacts of the Force Majeure event.

SECTION XI - FISCAL REQUIREMENTS

11.1 PRICING, BILLING, AND COLLECTIONS

- A. The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.
- B. Contractor shall be entitled to charge patients for the services rendered according to the User Fee Schedule in Exhibit 2. Contractor shall not discount its rates less than the rates set forth in Exhibit 2, except where required by law (e.g., Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy).
- C. Contractor shall submit any requested revisions to this list of charges to the ICEMA Administrator for approval prior to instituting any new charges. Such approval shall be in the sole discretion of the ICEMA Administrator. Approval, however, shall not be unreasonably withheld.
- D. Contractor shall not receive a subsidy from the County for the performance of any services described within this Agreement. Nothing herein shall prohibit the County from entering into a separate agreement(s) with Contractor. Nothing herein shall be construed as prohibiting Contractor from applying for and/or receiving other forms of revenue, reimbursement or compensation through other lawful sources, including, without limitation, programs such as Ground Emergency Medical Transportation (GEMT) authorized by the Centers for Medicare and Medicaid Services.

11.2 DEDICATED STANDBY

Contractor may negotiate its usual and customary responsible party fees for a private organization that requests a dedicated ALS or BLS standby ambulance at a special event. Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services. Contractor reserves the right to sub-contract standby services to ICEMA approved ambulance providers.

11.3 MEDICARE AND MEDI-CAL

Contractor shall not reject patients on the basis of insurance coverage or carrier, including accepting Medicare and Medi-Cal assignment for patient treatment and transport.

11.4 AMBULANCE TRANSPORT RATE ADJUSTMENTS

Ambulance rates may be adjusted annually in accordance with County Ordinance and ICEMA Policy.

11.5 BILLING AND COLLECTION SERVICES

- A. Contractor is responsible for considerate billing and collection practices. Contractor's collection practices shall follow all State and Federal collection laws and regulations. Contractor's accounts receivable management system will be capable of timely response to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.
- B. Contractor will have personnel available at the Contractor's local headquarters, accessible via a toll-free phone number to provide an initial response to questions regarding patient bills. The

Contractor will provide interpreter service, relative to billing and collections, to parties having limited English proficiency.

- C. Contractor will have a billing and collections system that is well-documented, easy to audit, customer- friendly, assists in obtaining reimbursement from third party sources, and is capable of electronically filing Medicare and Medi-Cal billing claims.
- D. Direct patient billing statements will be itemized so that all charges are clearly explained. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or on paper.
- E. If a patient is initially billed directly, Contractor's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.
- F. If a patient has no third-party coverage, Contractor will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

11.6 COMPASSIONATE CARE PROGRAM

- A. Contractor shall have a written financial hardship/compassionate care policy which shall apply to patients who do not have medical insurance and who have limited financial capacity. Policy to be made available upon request.
- B. Contractor will implement programs that assist patients who are financially challenged, including:
 - (1) Discounted payment plan for services for uninsured or self-pay patients who demonstrate financial need.
 - (2) Payment plan available upon request for patients who demonstrate they require extra time paying off medical bills.
 - (3) Charity care plan for uninsured patients who are considered indigent under federal poverty guidelines.
 - (4) Compassionate care may be considered upon the submission by the patient or the patient's legal representative of a Fee Waiver Application.
- C. A patient is determined eligible for the program based on their income level in comparison to the Federal Poverty Level (a patient must make within 125% of the level).

11.7 ACCOUNTING AND PAYMENTS TO ICEMA

- A. Invoicing and Payment for Liquidated Damages

ICEMA shall render its invoice for any liquidated damages to the Contractor within thirty (30) business days of the end of the Contractor's monthly performance period. The Contractor shall pay ICEMA on or before the 30th day after receipt of the invoice. A five percent (5%) late payment charge will be assessed monthly on any payment made after the due date. If Contractor disputes any of the invoiced amounts, the parties shall meet to try and resolve the dispute during this thirty-day period. If they have not been resolved to satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts. Failure of Contractor to pay liquidated damages to ICEMA as specified within the timeline identified herein shall constitute material breach of this Agreement.

B. Payment and Service Charges

- (1) ICEMA will issue an invoice to the Contractor each quarter, Contractor is required to pay a service charge in accordance with the cost of contract compliance monitoring as set by ICEMA and the Board of Supervisors. This service charge is intended to offset ICEMA's cost of oversight of Contractor's operations. The contract compliance monitoring service charge is estimated to be \$1,800,000 for the first year of the contract and will receive an annually Consumers Price Index (CPI) adjustment. The Contractor will pay the following service charges as estimated below:

Estimated Annual Services	
Emergency Medical Services (EMS) Agency Oversight & Monitoring services	\$1,800,000
ImageTrend, Annual estimate	\$180,000
FirstWatch, On-line Compliance Utility (OCU), FirstPass Initial	\$100,850
FirstWatch, OCU, FirstPass Annual	\$17,356
ICEMA Designated Emergency Medical Dispatch (EMD) Center	\$917,275

- (2) Payments shall be made quarterly with the first payment due the last day of the month following the previous quarter. The annual aggregate payment shall not exceed the ICEMA's actual costs for management and regulatory activities associated with the contract.
- (3) All payments to ICEMA by Contractor shall be due the last day of the month following the previous quarter. A late payment charge of five percent (5%) shall be assessed monthly if no payment is received by the last day of the next month. In the event Contractor's payments are not paid within 90 days, County may place Contractor in breach.
- (4) ICEMA may increase the fees listed in this section annually beginning April 1 of each year, however, such increases may not exceed the Riverside-San Bernardino-Ontario Consumer Price Index (Riverside-San Bernardino-Ontario CPI) increases for the previous year.
- (5) Contractor shall pay all liquidated damages and/or other financial payments to ICEMA pursuant to the terms of this Agreement.

11.8 TAXES

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

SECTION XII - GENERAL AGREEMENT REQUIREMENTS

12.1 TRAINING DOCUMENTATION RETENTION

Contractor shall ensure that all personnel subject to training requirements have obtained all necessary education. At all times, Contractor shall retain copies of the current training documentation including but not limited to course completion certificates for all paramedics and EMT-Basics performing services under this Agreement while employed and for 5-years thereafter.

12.2 AUDITS AND INSPECTIONS

- A. Contractor shall maintain separate full and accurate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles.
- B. With reasonable notification and during normal business hours, ICEMA, its authorized agents, officers, or employees, shall have the right to review all business records including financial records of Contractor pertaining to this Agreement. All records shall be made available to ICEMA at the ICEMA office or other mutually agreeable location. ICEMA may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment contracts.
- C. Contractor shall make available a year-end financial report to the ICEMA Administrator for review. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to the ICEMA Administrator on an annual basis within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Bernardino County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for San Bernardino County contract services available to ICEMA to audit as requested.
- D. Contractor may be required to provide ICEMA with periodic report(s) in the format approved by ICEMA Administrator to demonstrate billing compliance with approved/specified rates.

12.3 ANNUAL PERFORMANCE EVALUATION

- A. The County will evaluate the performance of the ambulance provider annually through the Emergency Medical Care Committee (EMCC) as stated in Section 1.4. Contractor shall submit to ICEMA, an annual performance report as required by ICEMA Administrator, which at a minimum, shall include the following in the performance evaluation:
 - (1) Documentation of Contractor's overall compliance with the terms and conditions of this Agreement.
 - (2) Objective and auditable documentation of Contractor's quarterly financial operations statements and annual audited report demonstrating financial performance and stability.
 - (3) Documentation of actions of Contractor's personnel in collaborating with ICEMA and system stakeholders to deliver efficient, effective, and compassionate prehospital care to the residents and visitors of the County.
 - (4) Objective and subjective documentation of satisfaction of Contractor's customers; and

- (5) Objective documentation of community engagement by Contractor, including education and prevention activities.

Note: The decision to extend or renew a contract is at the sole discretion of the County, regardless of the results of the EMCC annual evaluation.

12.4 CONTINUOUS SERVICE DELIVERY

- A. Contractor agrees that, in the event of a material breach by Contractor, Contractor will work with the County to ensure continuous and uninterrupted delivery of services that meet or exceed all performance standards under the Agreement, regardless of the nature or causes underlying such breach.
- B. Contractor agrees that there is a public health and safety obligation to assist County in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

12.5 DISPUTE RESOLUTION

In the event of a material dispute between the parties which is not resolved through the provisions as described herein, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith. If, after a good-faith attempt, the dispute is not resolved, County and Contractor may agree to non-binding mediation or arbitration to resolve any material dispute or material claim between them arising out of this Agreement or any resulting transaction before resorting to other court action.

- A. Fees and Costs
The mediation or arbitration fee, if any, shall be divided equally among the parties involved. Each party would bear their own costs.
- B. Discovery
In advance of the mediation or arbitration, the parties shall voluntarily exchange all non-confidential and non-exempt documents requested by the other party that relate to the dispute.
- C. Confidentiality
Any mediation or arbitration proceeding shall be confidential and shall not be admissible in a subsequent proceeding.

12.6 LAME DUCK PROVISIONS

Conditions:

- A. Should this Agreement not be renewed or extended, or if ICEMA has indicated its intent to enter into a procurement process to seek a different emergency ALS, BLS, IFT or CCT, including 911 emergency response service provider, Contractor agrees to continue to provide all services required in and under this Agreement until the County or a new entity approved by ICEMA assumes service responsibilities. Under these circumstances, Contractor will serve as a lame duck Contractor for an extended period of time, which could be a year or longer. To ensure continued performance fully consistent with the requirements in this Agreement through any such period, the following provisions shall apply:
- B. Contractor shall continue all operations and support services at the same level of effort and

performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions of this Agreement related to qualifications of key personnel. Neither shall the Contractor inflate costs that a new Contractor would be required to assume.

- C. Contractor shall make no changes in methods of operation that actually reduce or could reasonably be considered to be aimed at reducing Contractor's service and operating costs to maximize or affect a gain during the final stages of this Agreement.
- D. Contractor shall make no changes to employee salaries during this period that could reasonably be considered to be aimed at increasing costs to the incoming provider. Regularly scheduled increases based on length of service or contained in pre-existing binding contracts or labor agreements will be allowed.
- E. Should there be a change in provider, the current service provider shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Bidders and shall allow without penalty its employees to sign contingent employment agreements with competing Bidders at employees' discretion. The current service provider acknowledges and agrees that non-exempt personnel, EMT-Basics, and paramedics, working in the EMS system have a reasonable expectation of long-term employment in the system, even though contractors may change. However, the current service provider may prohibit its employees from assisting competing Bidders in preparing proposals by revealing trade secrets or other information about the current service provider business practices or field operations.
- F. The County recognizes that if another organization should be selected to provide service, the current service provider may reasonably begin to prepare for transition of service to the new entity. ICEMA shall not unreasonably withhold its approval of the current service provider request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the current service provider performance during this period.
- G. Should the County select another organization as a service provider in the future, the current service provider personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse employment action, interference, or retaliation by the current service provider or County.

12.7 FEDERAL HEALTHCARE PROGRAM COMPLIANCE PROVISIONS

Contractor and County shall comply with all applicable federal laws, rules and regulations for operation of its enterprise, emergency ambulance services, including 911 emergency response system and those associated with employees.

12.8 MEDICARE COMPLIANCE PROGRAM REQUIREMENTS

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers, published in the Federal Register at 68 Fed. Reg. 14245 (March 24, 2003).

12.9 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONFIDENTIALITY

- A. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

12.10 PERMITS AND LICENSES

- A. Contractor shall be responsible for and shall hold all required federal, state or local permits or licenses required to perform its obligations under the agreement.
- B. Contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used.
- C. Contractor shall schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services.
- D. Contractor shall ensure that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

12.11 COMPLIANCE WITH LAWS AND REGULATIONS

All services furnished by Contractor under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

12.12 RETENTION OF RECORDS

Contractor shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations no less than seven (7) years from the end of the fiscal year following the date of service, and until all Federal/State audits are complete and exemptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States (US) Government.

12.13 PRODUCT ENDORSEMENT/ADVERTISING

Contractor shall not use the name of San Bernardino County or ICEMA for the endorsement of any commercial products or services without the prior express written permission of the ICEMA Administrator.

12.14 OBSERVATION AND INSPECTIONS

- A. An ICEMA representative may ride along on any of Contractor's ambulances or supervisor vehicles at any time to observe Contractor's staff to ensure they conduct themselves in a professional and courteous manner, are following ICEMA policies and procedures, are at all times respectful to patients, other first responders, hospital staff and Contractor's employees.
- B. An ICEMA representative may inspect any of Contractor's ambulances or supervisor vehicles at any time to ensure they meet the requirements of this Agreement.
- C. At any time during normal business hours and as often as may be reasonably deemed necessary by ICEMA, ICEMA or San Bernardino County representatives may observe Contractor's office operations, and Contractor shall make available to ICEMA for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to this Agreement. ICEMA may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel (subject to privacy and HIPPA statutes) and other records, daily logs, employment contracts, and other documentation for ICEMA to fulfill its oversight role.
- D. Contractor shall provide access to various monitoring systems used by Contractor, including but not limited to Electronic Patient Care Record (ePCR), Computer Aided Dispatch (CAD), Automatic Vehicle Location (AVL), mapping, system status management, operational and clinical performance, as well as screens for displaying dynamic data and information contained therein at ICEMA. Contractor shall also ensure remote access to the same systems for authorized personnel as specified by the ICEMA Administrator at Contractor's cost.

12.15 OMNIBUS PROVISION

Contractor understands and agrees that for five years following the conclusion of this Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives or agencies, the specifications and subsequent contracts, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

12.16 RIGHTS AND REMEDIES NOT WAIVED

Contractor covenants that the provision of services to be performed by Contractor under this Agreement shall be completed without compensation from the County, except as specified herein. The acceptance of work under this Agreement shall not preclude an action for failure to perform work later discovered not to have been performed in accordance with this Agreement.

12.17 CONSENT TO JURISDICTION

Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in all actions and proceedings between the parties hereto arising under or growing out of this Agreement. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this

Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

12.18 END-TERM PROVISIONS

Contractor shall have ninety (90) days after termination of this Agreement or any lame duck period in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of this Agreement at the end of the term.

12.19 ATTORNEY'S FEES AND COSTS

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

12.20 INDEPENDENT CONTRACTOR

- A. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County or ICEMA in any capacity whatsoever, and County or ICEMA shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.
- B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County and ICEMA harmless from any and all liability which County or ICEMA may incur because of Contractor's failure to pay such amounts.
- C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County or ICEMA.
- D. Contractor agrees to perform their said work and functions at all times in strict accordance with currently approved methods and practices in their field and that the sole interest of ICEMA is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by ICEMA concerned.

12.21 INDEMNIFICATION

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and ICEMA and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County or ICEMA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's or ICEMA's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

12.22 INSURANCE

Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies as designated in the attached Exhibit 4 and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit 4 shall be named as an additional insured on Contractor's auto liability, general liability, and cyber liability policies, if applicable. A Waiver of Subrogation is required for said coverage as well as Worker's Compensation. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

12.23 PERFORMANCE SECURITY

- A. Contractor shall obtain and maintain in full force and effect, throughout the term of this Agreement, a twenty-million-dollar (\$20,000,000) performance security bond or irrevocable Letter of Credit to guarantee our performance within the scope of this Agreement.
- B. The performance security bond or irrevocable Letter of Credit will be payable without condition to San Bernardino County as detailed in Section 13.3, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County.
- C. The performance bond must be issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the County.

12.24 CONFLICTS OF INTEREST

Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would amount to a prohibited conflict of interest under state or federal law with regards to services provided under this Agreement.

12.25 DEBARMENT AND SUSPENSION

Contractor certifies that neither it nor its principals or subcontracts is presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing.

12.26 OWNERSHIP OF DOCUMENTS

- A. The County and ICEMA understand that certain information pertaining to Contractor's operations are considered trade secrets and not readily apparent to the public or other organizations. The Contractor has taken substantial efforts to protect this information as well as the personal and private information of its key personnel and employees. The County and ICEMA shall not disclose or use Contractor's trade secrets without express written permission of the Contractor, except as otherwise necessary for the administration of this Agreement or as required by law. The County and ICEMA shall not disclose or use personal and private information of Contractor's key personnel, except as otherwise permitted or required by law, without the express written permission of the person or Contractor.
- B. In the event that the County or ICEMA receives a request for records pursuant to the California Public Records Act and such request involves records produced by the Contractor or containing descriptions of the Contractor's operations, it shall withhold or redact information that it reasonably believes is a trade secret under California Civil Code section 3426.1(d), unless disclosure of such information is otherwise authorized by Contractor in writing. The County shall notify Contractor of any such Public Records Act request within five (5) days of the request. The County or ICEMA shall consult with Contractor to determine whether information is a trade secret, or otherwise exempt from disclosure. Contractor acknowledges that the County or ICEMA has an independent obligation to control the disclosure of information requested under the Public Records Act pursuant to California Government Code section 7921.005. If litigation is filed against the County or ICEMA seeking disclosure of information withheld as trade secrets, Contractor shall defend, indemnify, and hold the County or ICEMA harmless from and against all claims of liability, including attorney's fees incurred by those demanding disclosure of such documents.

12.27 MODIFICATION AND AMENDMENT

The terms of this Agreement may be modified by mutual consent of County and the Contractor in writing.

12.28 SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

12.29 ASSIGNMENT

- A. A consideration of this Agreement is the personal reputation of both parties; therefore, Contractor shall not assign any interest in this Agreement or subcontract any of the services

Contractor is to perform hereunder without the prior written consent of County. Consent may be withheld at the County's sole discretion. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by Contractor, or to perform any of the remaining services required under this Agreement within the same time frame required of Contractor.

- B. If Contractor changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by Contractor. Failure of Contractor to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

12.30 THIRD PARTY BENEFICIARIES.

Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

12.31 ELECTRONIC SIGNATURES.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

SECTION XIII – BREACH AND PROVISIONS FOR TERMINATION

13.1 MATERIAL BREACH AND PROVISIONS FOR TERMINATION OF THIS AGREEMENT

- A. County shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to correct such material breach within thirty (30) days following the service on it of a written notice by County specifying the material breach complained of and the date of intended termination of rights hereunder absent cure.
- B. County reserves the right to immediately terminate or cancel this Agreement if in the determination of ICEMA Executive Officer's continued service by Contractor poses an imminent threat to the general public health and safety.

13.2 DEFINITIONS OF BREACH

- A. Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:
 - (1) Willful failure of Contractor to operate the emergency and advanced life support (ALS) ambulance services including 911 emergency response system in a manner which enables County or Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and County laws, rules, and regulations. Individual minor infractions of such requirements shall not constitute a material breach, but such willful and repeated breaches shall constitute a material breach.
 - (2) Willful falsification of data supplied to County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under Agreement.
 - (3) Willful failure by Contractor to maintain equipment in accordance with good maintenance practices.
 - (4) Deliberate and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period.
 - (5) Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Bidders during a subsequent proposal cycle.
 - (6) Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations.
 - (7) Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance.
 - (8) Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures.
 - (9) Repeated failure of Contractor to meet response time compliance, meet in good faith to collaboratively address outliers, and/or Clinical Performance Measure requirements after receiving notice of non-compliance from ICEMA Administrator.

- (10) Repeated failure of Contractor to pay any liquidated damages to ICEMA on or before the 30th day after receipt of the invoice.
- (11) Failure to employ Key Personnel or suitable replacement(s) approved by and performing to the satisfaction of ICEMA Administrator and/or ICEMA Medical Director at any time during the course of this Agreement term.
- (12) Failure of Contractor to provide and maintain the required insurance as described in Exhibit 4.
- (13) Repeated failure to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, response time data, or financial data, within the time periods specified.
- (14) Any failure of performance, clinical or other, which is determined by the ICEMA Administrator and confirmed by the ICEMA Medical Director to constitute an imminent threat to the general public health and safety.
- (15) Failure of Contractor to comply with the vehicle lease provisions, if applicable.

13.3 COUNTY'S REMEDIES

A. Termination:

- (1) If conditions or circumstances constituting a material breach exist, County shall have all rights and remedies available at law and in equity, specifically including the right to terminate this Agreement. Termination shall not affect any rights or obligations of the parties that accrued prior to the date of termination.
- (2) In the event of an uncured material breach, County shall also have the right to demand and draw upon the performance security bond or irrevocable letter of credit in full.

B. Emergency Takeover

- (1) The County shall have the right to pursue Contractor for damages and the right of Emergency Takeover including, but not limited to as set forth in Section XIII in accordance with Section 13.7 of this Agreement.
- (2) All County's remedies shall be non-exclusive and shall be in addition to any other remedy available to the County.

13.4 PROVISIONS FOR CURING MATERIAL BREACH

A. Specifications:

- (1) In the event the County Board of Supervisors determines that there has been a material breach by Contractor of the standards and performances as described in this Agreement, which breach represents an imminent threat to the general public health and safety, such action shall constitute a material breach of this Agreement. In the event of a material breach, County shall give Contractor written notice, by regular mail, return receipt requested, setting forth with reasonable specificity the nature of the material breach.
- (2) Except where ICEMA Administrator determines that the breach presents an imminent threat to the general public health and safety requiring an immediate termination of this Agreement,

Contractor shall have the right to cure such material breach within thirty (30) days of delivery of such notice and the reason such material breach endangers the public's health and safety. However, within forty-eight (48) hours of receipt of such material breach notice, Contractor shall deliver to ICEMA, in writing, a plan of action to cure such material breach. If, within ICEMA's sole determination, Contractor fails to cure such material breach within the period allowed for cure or Contractor fails to deliver the cure plan to ICEMA within 48 hours, ICEMA may take over Contractor's operations in accordance with Section 13.7 of this agreement. Contractor shall cooperate completely and immediately with ICEMA to affect a prompt and orderly transfer of all responsibilities to ICEMA.

- (3) Contractor shall not be prohibited from disputing any such finding of material breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a
- (4) Emergency Takeover has been completed.
- (5) Contractor's cooperation with and full support of such Emergency Takeover shall not be construed as acceptance by Contractor of the findings and material breach and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of Contractor to cooperate fully with the County to affect a smooth and safe takeover of operations, shall itself constitute a breach of this Agreement, even if it was later determined that the original declaration of material breach by the County was made in error.
- (6) For any material breach by Contractor, which does not endanger public health and safety, or for any material breach by County, which cannot otherwise be resolved, early termination provisions that may be agreed to by the parties will supersede these specifications.

13.5 NO WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

13.6 TERMINATION

A. Written Notice:

- (1) This Agreement may be canceled immediately by written mutual agreement of the Contractor and the County.

B. Failure to Perform:

- (1) If Contractor fails to cure a material breach under the terms of Section 13.4 or the County invokes an Emergency Takeover in accordance with Section 13.7 of this Agreement, County, upon written notice to Contractor, may immediately terminate this Agreement. In the event of such termination, ICEMA may proceed with the Scope of Work (as detailed in the Request for Proposals [RFP] Section IV) in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be partially supported by securing any sum due Contractor under this Agreement or from third-party payors or clients who have paid

Contractor a fee for services within San Bernardino County, without prejudice to County's rights otherwise to recover its damages. ICEMA and Contractor may meet and confer regarding the County's assumption of sums due to Contractor.

13.7 EMERGENCY TAKEOVER

A. Specifications:

- (1) In the event ICEMA reasonably determines that an actual, anticipated or threatened material breach has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in the ICEMA Executive Officer's sole determination, such that general public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct the deficiency (as outlined in Section 13.1), the matter shall be presented to the Board of Supervisors. If the Board concurs that a breach has occurred, and that general public health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with County to affect an immediate takeover by ICEMA of Contractor's ambulances, comfort stations, and accounts receivables. Such takeover shall be effective within not more than 72 hours after Board of Supervisors' action.
- (2) In the event of an Emergency Takeover, County may lease for a period of twelve (12) months any and all service vehicles used by the Contractor in the performance under the Agreement, including, but not limited to, fully equipped ambulances and Supervisor vehicles, in accordance with the lease form attached as for one dollar (\$1.00) per month per vehicle, see Exhibit 7. County may also lease Contractor's comfort stations for one dollar (\$1.00) per month per station. County shall have full use of vehicles and equipment and may, at County's sole option, hire another company or entity approved by ICEMA to manage ambulance operations until a replacement provider for the EOA is selected through a procurement process conducted by ICEMA in accordance with the California Emergency Medical Services Authority (EMSA) requirements.
- (3) Contractor shall fully cooperate if County elects to lease any or all service vehicles pursuant to the above provision. Alternatively, County may elect to purchase the vehicles at their depreciated value as of the date of such election. County shall have sole discretion as to which vehicles it leases, subleases, or purchases pursuant to these provisions.
- (4) Contractor shall deliver ambulances and comfort stations to ICEMA in mitigation of any damages to County resulting from Contractor's material breach. All funds recovered, and equipment leased, subleased, or purchased from Contractor by County will be used for the sole purpose of ensuring continuous emergency ambulance services, including 911 emergency response. Examples of how funds will be used are: personnel salaries and benefits, equipment and supplies, building and vehicle lease payments, and insurance premiums.
- (5) ICEMA shall have the right to authorize the use of Contractor's vehicles, equipment and comfort stations by another company or entity. Should County require a substitute Contractor to obtain insurance on equipment, vehicles, or rest stations, or should County choose to obtain insurance on vehicles/equipment/rest stations, Contractor shall be a "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.
- (6) All of Contractor's vehicles and related equipment necessary for provision of emergency

ambulance services, including 911 emergency response under this Agreement will be delivered to ICEMA during an Emergency Takeover period. Contractor shall maintain and provide to ICEMA a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and name and address of lien holder, if any, and all comfort station locations. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide emergency ambulance services, including 911 emergency response hereunder shall be reported to ICEMA within thirty (30) days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of Emergency Takeover.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

(Print or type name of corporation, company, contractor, etc.)

►
Dawn Rowe, Chair, Board of Supervisors

By ►
(Authorized signature - sign in blue ink)

Dated:
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

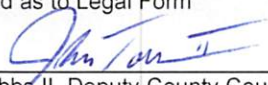
Title
(Print or Type)

By
Deputy

Dated:

Address

FOR COUNTY USE ONLY

Approved as to Legal Form
► 
John Tubbs II, Deputy County Counsel
Date 11-28-23

Reviewed for Contract Compliance
►
Date

Reviewed/Approved by Department
►
Date

EXHIBIT 1 - DEFINITIONS

Accredited Center of Excellence (ACE) - Accreditation awarded by International Academies of Emergency Dispatch to dispatch centers that show clear evidence of compliance and consistent performance to standards.

Advanced Life Support (ALS) - Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

Agreement - The contract between San Bernardino County and Contractor awarded pursuant to an RFP.

ALS Unit - An ambulance specially equipped to provide advanced life support services, staffed by at least one EMT and one Emergency Medical Technician (EMT)-Paramedic.

Ambulance - Any vehicle specially constructed, modified, or equipped licensed by the California Highway Patrol if required and used for transporting sick, injured, infirmed, or otherwise incapacitated person and capable of supporting Basic Life Support (BLS) or a higher level of care.

Ambulance Unit - An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Ambulance Zone - The Comprehensive Service Area for San Bernardino County includes (EOAs 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11 and 12a). The Comprehensive Service Area includes 11 EOAs.

Automated External Defibrillation (AED) - A procedure to deliver electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

Ambulance Service - The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance.

AVL - Automatic vehicle locator.

Bariatric Ambulance - An ambulance vehicle modified to carry the severely obese. They have extra-wide interiors and carry "bariatric stretchers" and specialized lifting gear that is capable of carrying very large patients.

Basic Life Support (BLS) - Health and Safety Code Section 1797.60, Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Business Day - Monday through Friday except for holidays as observed per the California Government Code 6700 et seq., or by San Bernardino County.

Cal OSHA - As defined in Health and Safety Code Section 1797.60.

California Division of Occupational Safety and Health Agency (CAL OSHA) - State agency that protects and improves the health and safety of working individuals in California.

Call Reception - The process of answering the telephone and processing information for the caller in an emergency dispatch center.

Call Prioritization - A process in which service requests are prioritized based on predefined and audited criteria.

Cardiopulmonary Resuscitation (CPR) -An emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.

CARES - The Cardiac Arrest Registry to Enhance Survival or CARES was initiated in 2004 as an agreement between the Center for Disease Control and Prevention and the Department of Emergency Medicine at Emory University. CARES was developed to help communities determine standard outcome measures for out-of-hospital cardiac arrest locally allowing for quality improvement efforts and benchmarking capability to improve care and increase survival.

Commission on Accreditation of Ambulance Services (CAAS) - An independent Commission established to set a comprehensive series of standards for the ambulance service industry designed to help increase operational efficiency and decrease risk and liability across the entire spectrum of the organization.

Comprehensive Service Area - The Comprehensive Service Area for this Agreement includes (EOAs 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11 and 12a).

Computer-Aided Dispatch (CAD) - A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation, and real-time maintenance of incident database, and providing management information.

Continuous Quality Improvement (CQI) - The approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Contract Materials - Finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.

Contract - The agreement between San Bernardino County, and Contractor awarded pursuant to an RFP.

Contractor - The person or entity awarded a Contract in conformance with the terms of this agreement and any subsequently agreed-upon terms.

County Data - All information, data, and other content, including Confidential Information and other information whether or not made available by ICEMA, San Bernardino County or San Bernardino County's agents, representatives, or users, to a Contractor or potential Contractor or their employees, agents, or representatives, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

County Systems - The information technology infrastructure of San Bernardino County or any of its designees, including computers, software, databases, networks, and related electronic systems.
County - San Bernardino County

Critical Care Transport (CCT) – Ambulances staffed with a paramedic or registered nurse, trained at the critical care transport level to provide a higher level of care to patients being transported between licensed healthcare facilities. ICEMA Policy [8020](#) also allows for a Respiratory Therapist as part of a CCT team.

Deployment - The procedures by which ambulances are distributed throughout the service area. The deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Time - Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

Electronic Patient Care Report (ePCR) - A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency - Any real or self-perceived event that threatens life, limb, or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance - An aircraft with emergency medical transport capabilities staffed with at least two (2) ALS providers.

Emergency Ambulance - Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call - A real or self-perceived event where the EMS system is accessed by the 911 emergency access number, a 7-digit non-emergency line, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) - An approved receiving department within a licensed hospital.

Emergency Medical Dispatch (EMD) - Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call, and resource priority, and pre-arrival instruction.

EMS Agency – San Bernardino County has joined with Mono and Inyo counties through a Joint Powers Authority (JPA) to create a collective EMS Agency known as Inland Counties Emergency Medical Agency (ICEMA).

EMS Medical Director – shall mean the ICEMA Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Emergency Medical Services (EMS) - This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System - The EMS System consists of those organizations, resources, and individuals from whom some action is required to ensure a timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) - An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued according to that code.

Emergency Medical Technician-Paramedic (EMT-P) - Individual whose scope of practice to provide ALS is according to the California Code of Regulations and who has a valid license issued according to the California Health and Safety Code.

Enroute - The elapsed time from unit alert to unit enroute.

Exclusive Operating Area (EOA) - An EMS area or subarea defined by the emergency medical services plan for which a local EMS Agency, upon the recommendation of a county, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support as defined in California Health and Safety Code Section 1797.85.

Fire First Responder - BLS and ALS Fire departments in San Bernardino County.

First Responder ALS - Advanced Life Support fire departments or Contractor provided Quick Response Vehicle (QRV) in San Bernardino County.

First Responder BLS - Basic Life Support fire departments in San Bernardino County.

First Responder - An agency with equipment and staff (e.g., fire department, police, or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Force Majeure - An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Fractile Response - A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response is calculated as a percentage of the total number of calls. A 90th percentile, or 90 percent, the standard is most commonly used.

Geographical Information Systems (GIS) - A framework for gathering, managing, analyzing and mapping data.

Global Positioning System (GPS) - A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) - Legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) - Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

ICEMA Policies and Protocol Manual – The policies and protocols directing the medical operations of emergency medical services for ICEMA participants.
http://www.sbcounty.gov/icema/main/policies_and_protocols.aspx

Inland Counties Emergency Medical Agency (ICEMA) – The regional EMS agency representing San Bernardino, Inyo, and Mono Counties.

Inter-Facility Transports (IFT) - Ambulance transports between healthcare facilities, typically non-emergency following EMS Agency Policy.

Key Employee - Employees of the Contractor jointly identified by ICEMA and the Contractor as possessing unique skill and experience that was a material consideration in EMS Agency's decision to award a contract.

LEMSA - Local EMS Agency

Medical Priority Dispatch System (MPDS) - A set of established protocols utilized by dispatchers to determine the level of response necessary.

MDC - Mobile data computer (also known as MDT- Mobile Data Terminal)

Multi-Casualty Incident (MCI) - An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be overwhelmed, including delays in treatment of patients with relatively minor injuries or illnesses.

Medical Base Hospital - The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Medical Director - The San Bernardino County ICEMA Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Medical Protocol - Written standards for patient medical assessment and management.

Mutual Aid/Mutual Assistance - Refers to 1) responses into the San Bernardino County Comprehensive Service Area from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2) responses by the Contractor to service areas outside the San Bernardino County Comprehensive Service Area for the purpose of assisting the ground transport provider in an adjacent service area.

National Incident Management System (NIMS) - A systematic, proactive approach to guide departments and agencies at all levels of government, non-governmental organizations, and the private sector to work together seamlessly.

Occupational Safety and Health Agency (OSHA) - Federal agency that protects and improves the health and safety of working individuals.

Online Compliance Utility (OCU) - Software that interprets real-time CAD and ePCR data to produce reports and online tools to track EMS system effectiveness and compliance.

On-Scene - The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle has stopped. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law enforcement to determine it is safe to enter. If an off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of a paved roadway or closed gate.

Paramedic - An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also, known as an EMT-P.

Peak-Load Staffing - The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

Post - A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Priority Dispatching - A structured method of prioritizing requests for an ambulance and first responder services, based upon highly structure telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

Priority 1 Call -A potentially Life-Threatening Emergency Response

Priority 2 Call -A non-Life-Threatening Emergency Response

Priority 3 Call - A non-Emergency Response

Priority 4 Call - A non-Emergency interfacility Transport

Productivity - The measures of work used in the ambulance industry that compare the used resources (unit hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

PST - Pacific Standard Time, including Pacific Daylight Time when in effect.

Public Access Defibrillation (PAD) - A program that places automatic external defibrillators throughout communities.

Quick Response Vehicle (QRV) - A QRV is an authorized emergency non transport vehicle equipped at the ALS level.

ReddiNet - A web-based program designed to address resource management needs providing users the ability to understand the operational status of a hospital or emergency department in order to make critical operational decisions.

Release at Scene (RAS) - Patients refusing treatment and/or transport when the paramedic agrees

there is no need for care.

Response Time - The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Response Zone – Geographic areas classified as Urban, Suburban, Rural, and Wilderness as determined by population density. Response zones have differing response times.

ST-Elevation Myocardial Infarction (STEMI) - A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency Management System (SEMS) - A structure for coordination between the government and local emergency response organizations.

System Standard of Care - The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan (SSP) -A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week.

Transport Volume - The actual number of requests for service that result in patient transport.

Unit Activation Time - The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is enroute to the scene.

Unit Hour - One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio - A measurement that is calculated by dividing the number of responses initiated during a given period of time by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

Utilization - A measure of work that compares the available resources (unit-hours) with the actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

EXHIBIT 2 - CONTRACTOR'S RATE STRUCTURE

Contractor shall be entitled to charge the following rate structure listed in Table 2.A:

Table 2A

Ambulance Rate Components	Projected Rate Structure FY 2024-2025	
	Collective Service Area (CSA) Inclusive Rates (Includes Urban, Suburban, Rural, and Wilderness)	
Mileage (A0425)	\$	66.02
ALS Non- Emergency Base Rate (A0426)	\$	3,546.66
ALS Emergency Base Rate (A0427)	\$	4,053.33
BLS Non-Emergency Base Rate (A0428)	\$	2,533.33
BLS Emergency Base Rate (A0429)	\$	3,166.66
ALS 2 Base Rate (A0433)	\$	4,433.33
Critical Care Transport Base Rate (A0434)	\$	5,066.66
Oxygen	\$	350.00
Night Charge	\$	400.00
Wait Time	\$	50.00
EKG	\$	225.00
12 Lead EKG	\$	250.00

EXHIBIT 3 - SAN BERNARDINO COUNTY RESPONSE ZONE MAPS

Definition of Response Zone:

1. Urban - Census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 101 to 500 persons or more per square mile.
2. Suburban - Census places with a population density of 51 to 100 persons per square mile; or census tracts or enumeration districts without census tracts which have a population density of 51 to 100 persons per square mile.
3. Rural - Census places with a population density of 7 to 50 persons per square mile; or census tracts or enumeration districts without census tracts with a population density of seven to 50 persons per square mile.
4. Wilderness - Census tracts or enumeration districts without census tracts that have a population of less than seven persons per square mile.

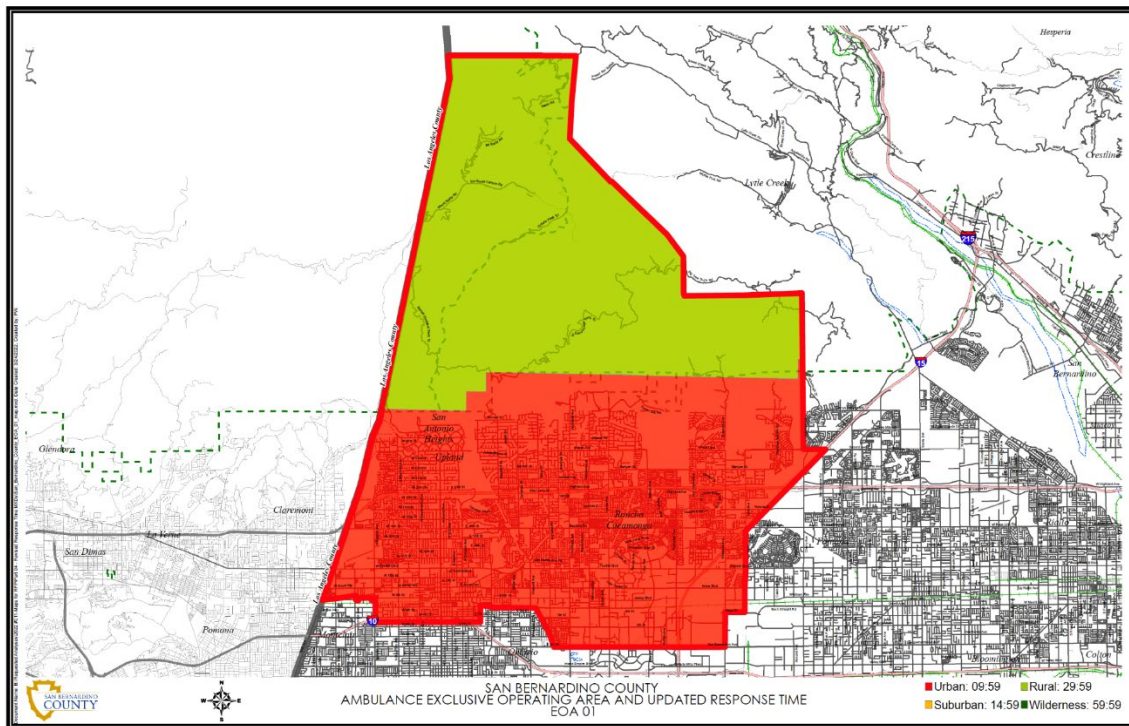
Electronic versions (GIS Shape files) of the maps below are available at:

<https://www.dropbox.com/scl/fo/p3krq3bv2r5ogy1oh3xs/h?rlkey=g27krj8wlr2uugi2u8j6va5af&dl=0>

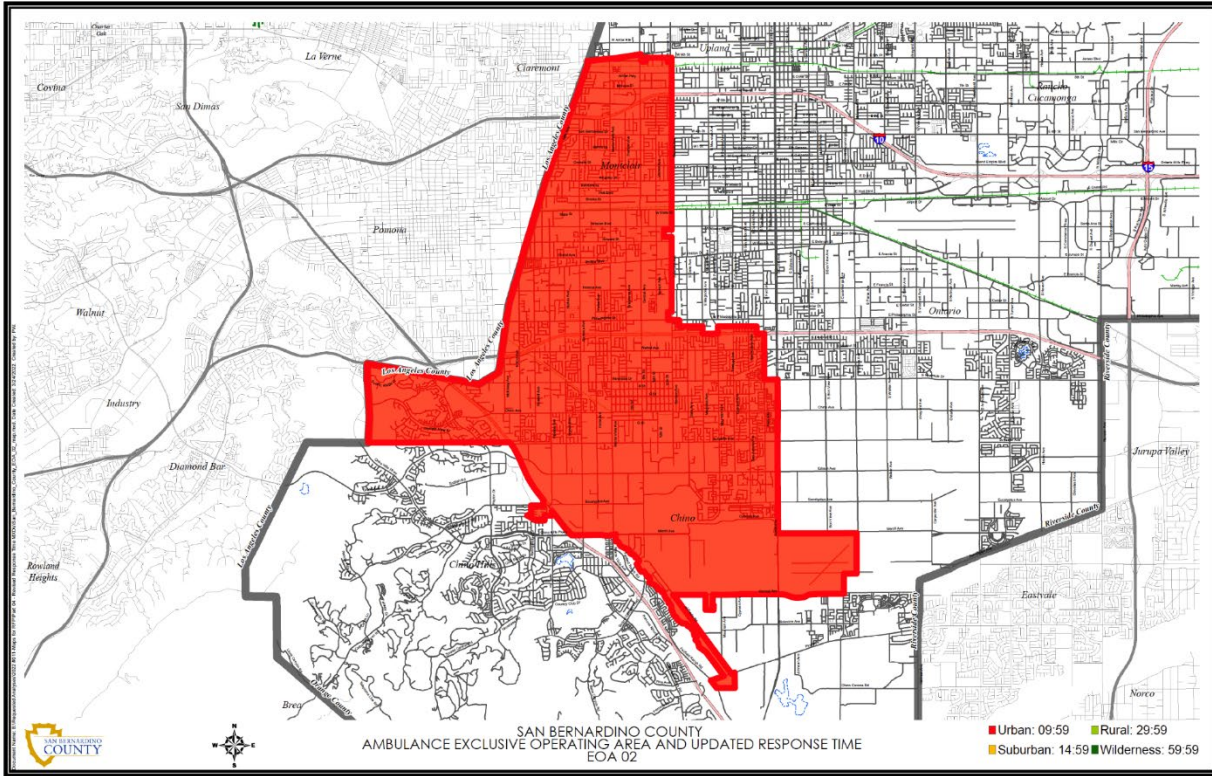
Note: Maps were derived from 2020 Census data.

The following maps make up the Comprehensive Service Area EOAs

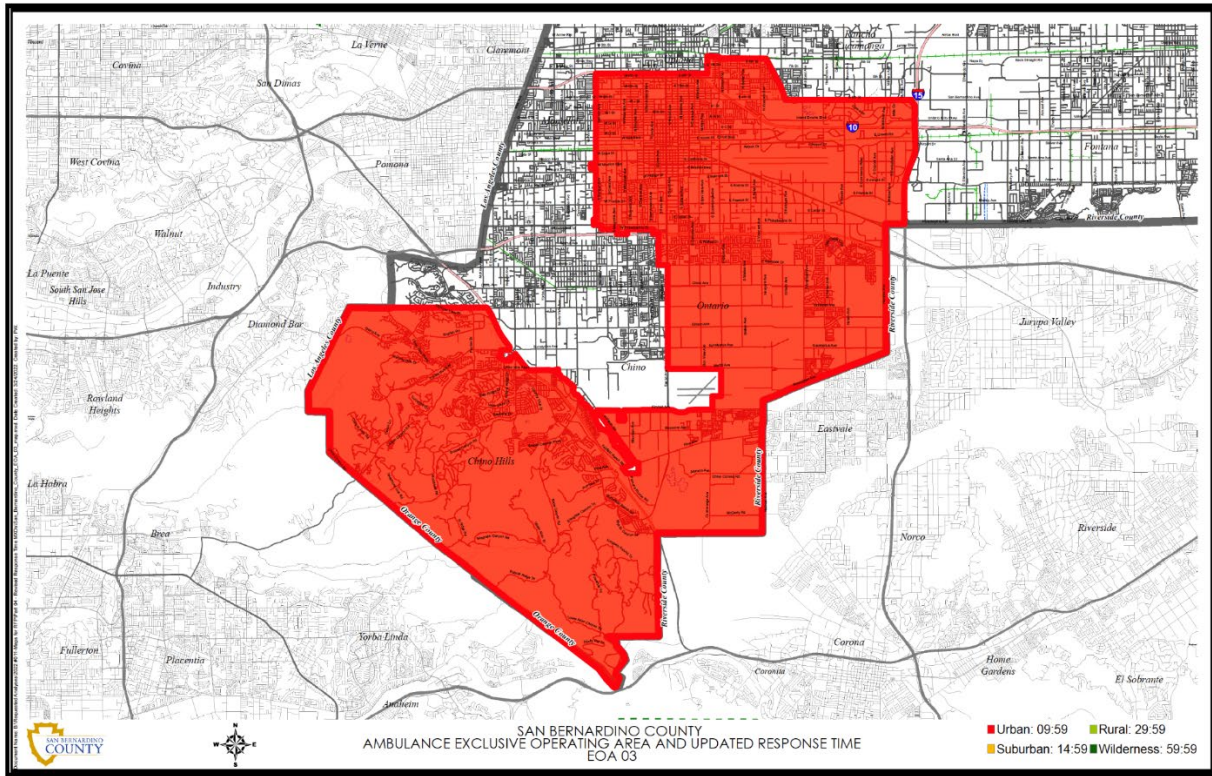
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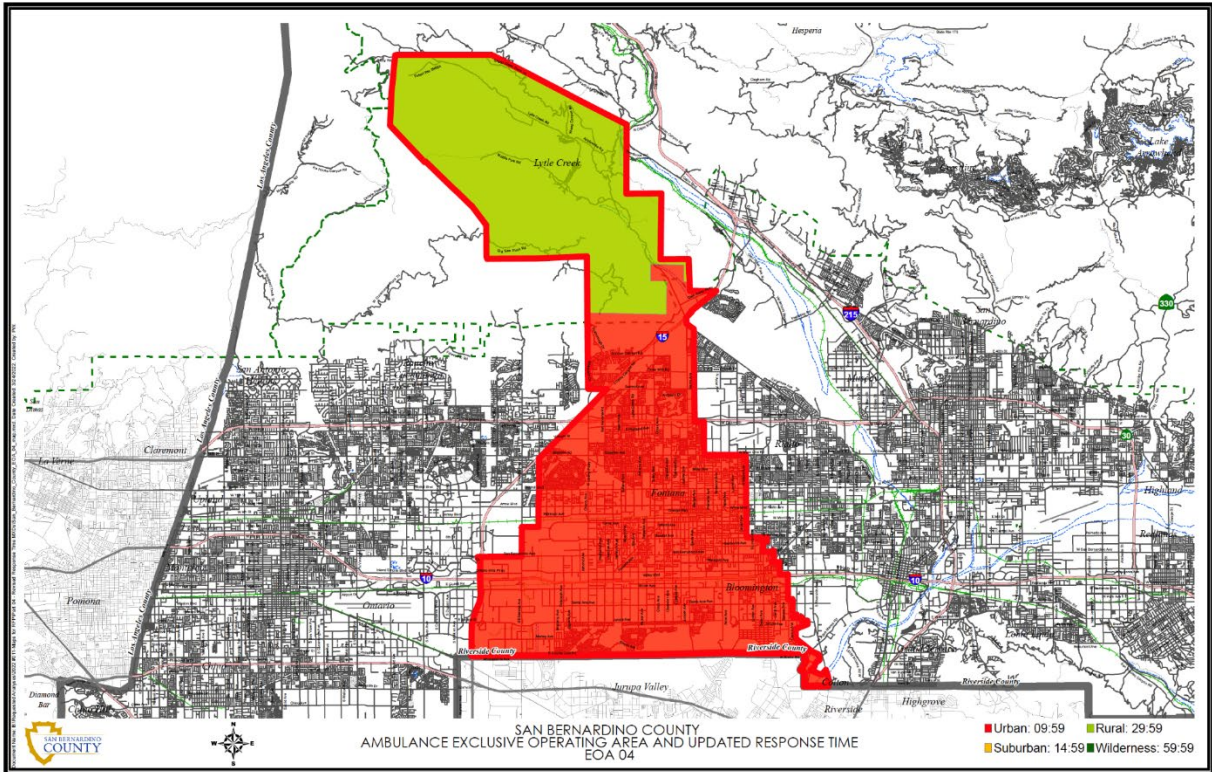
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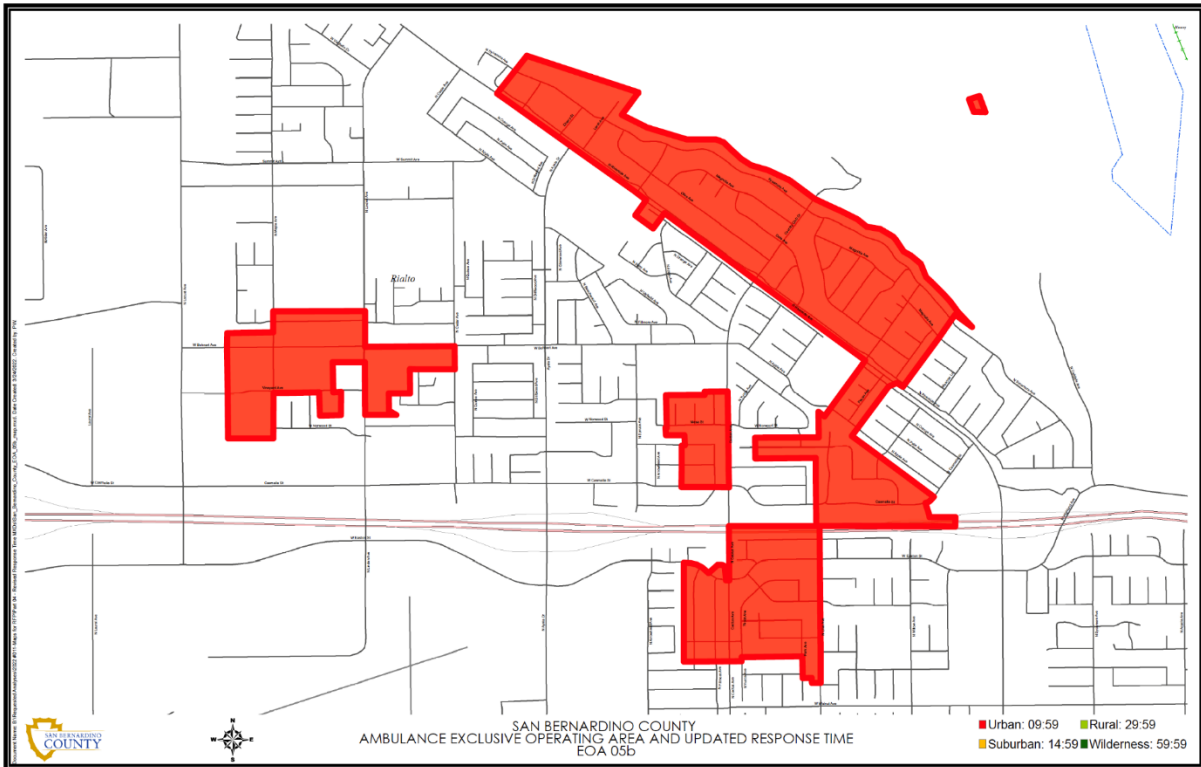
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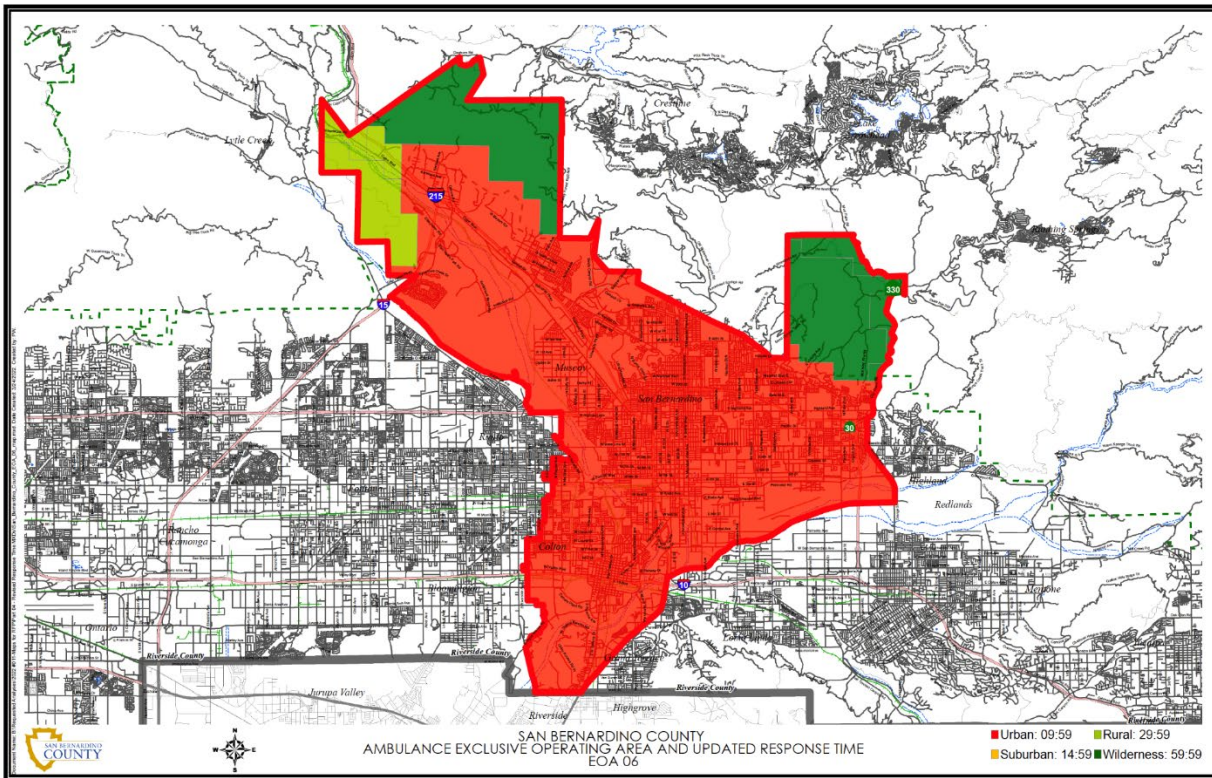
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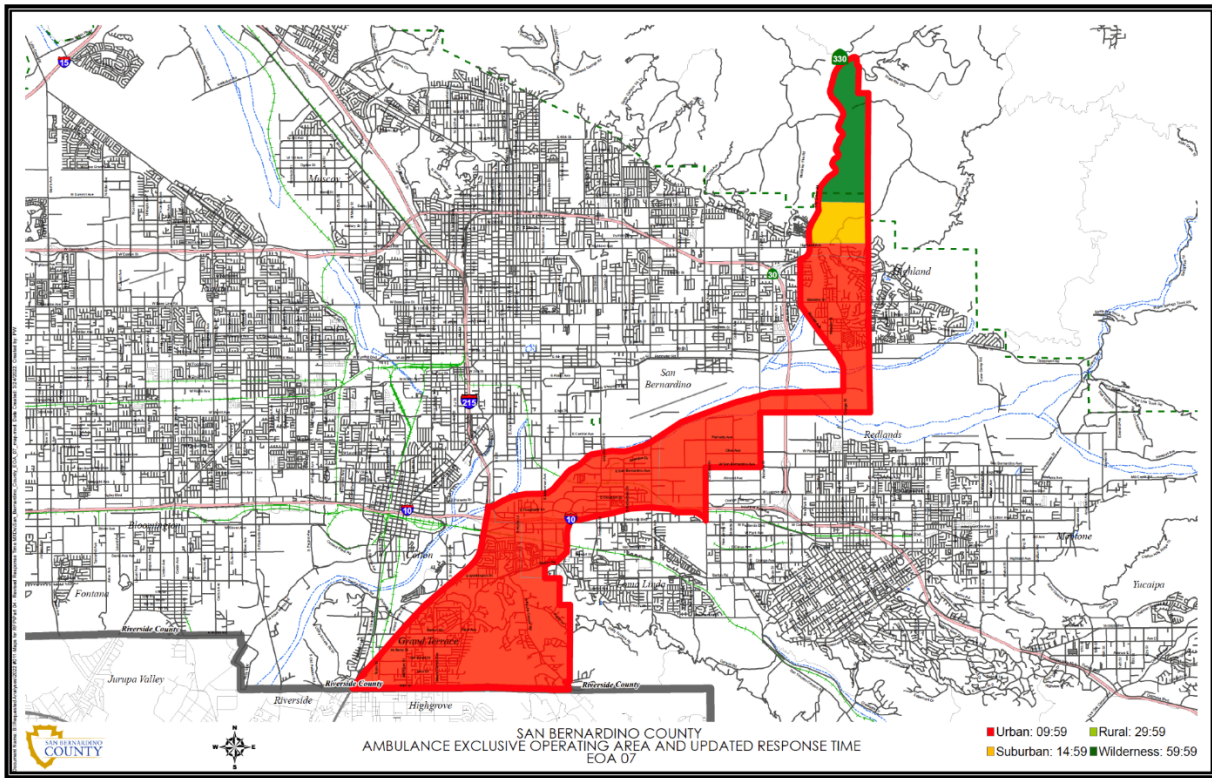
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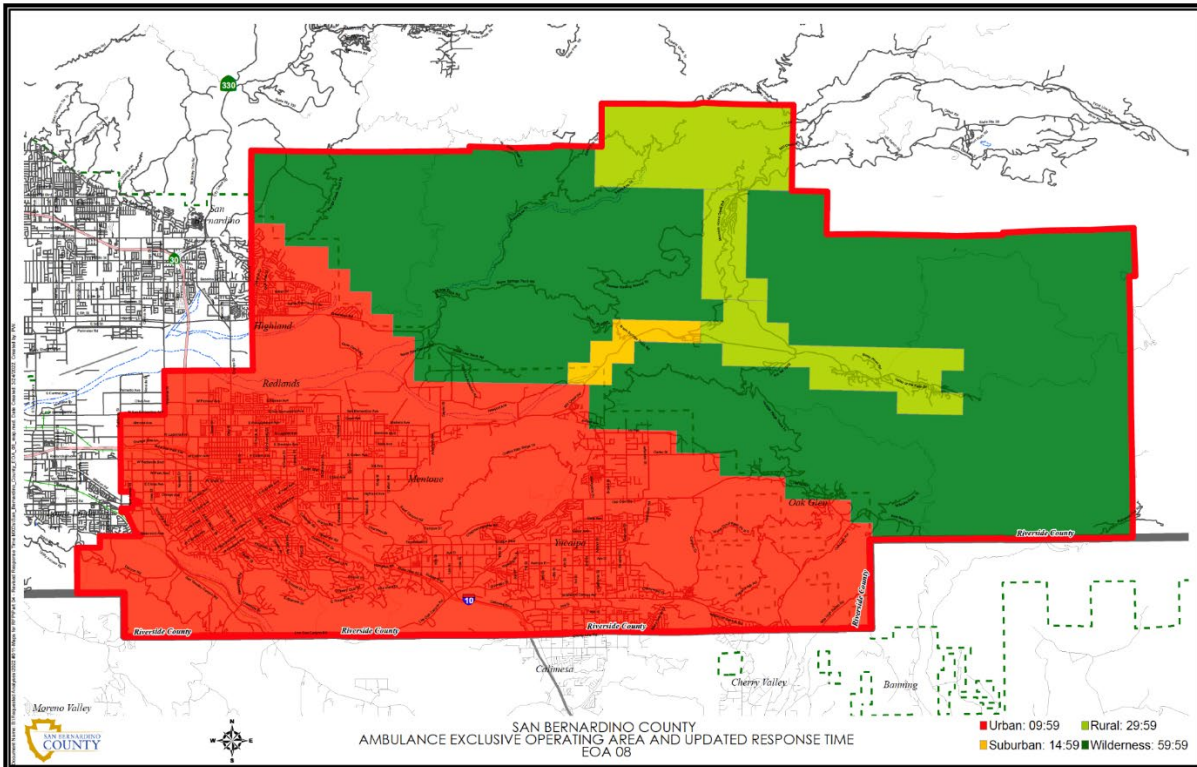
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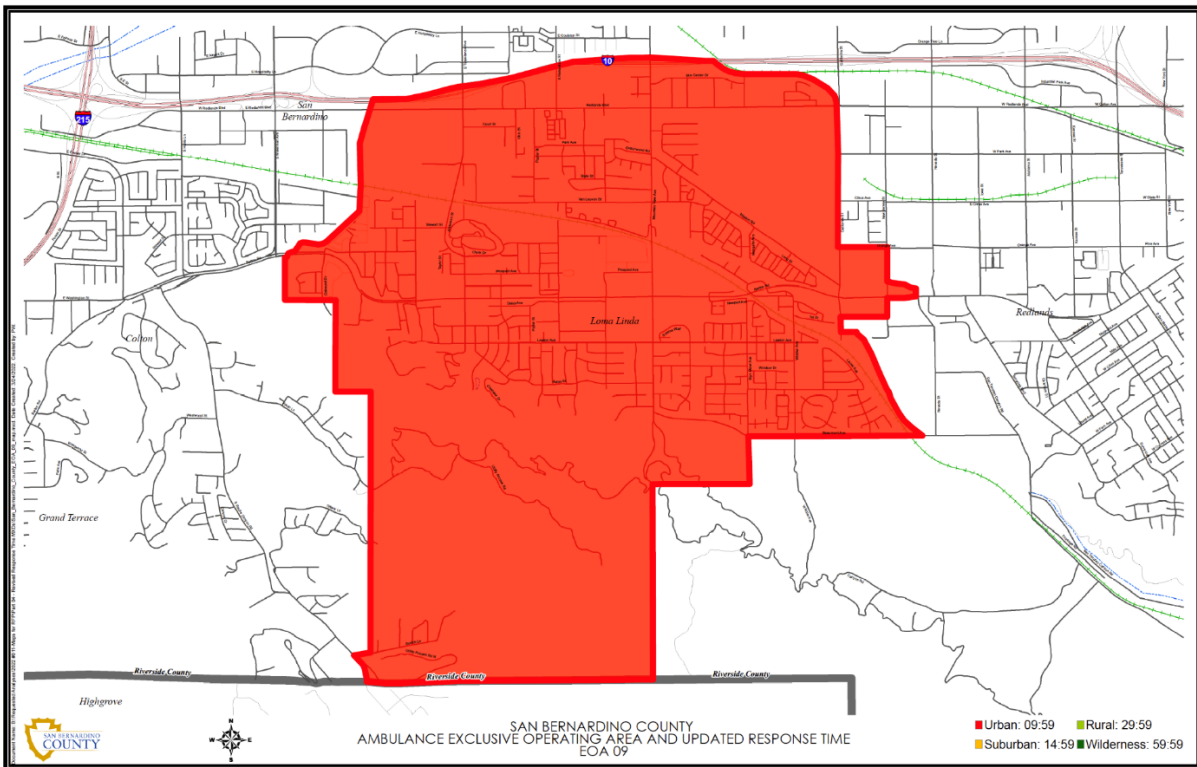
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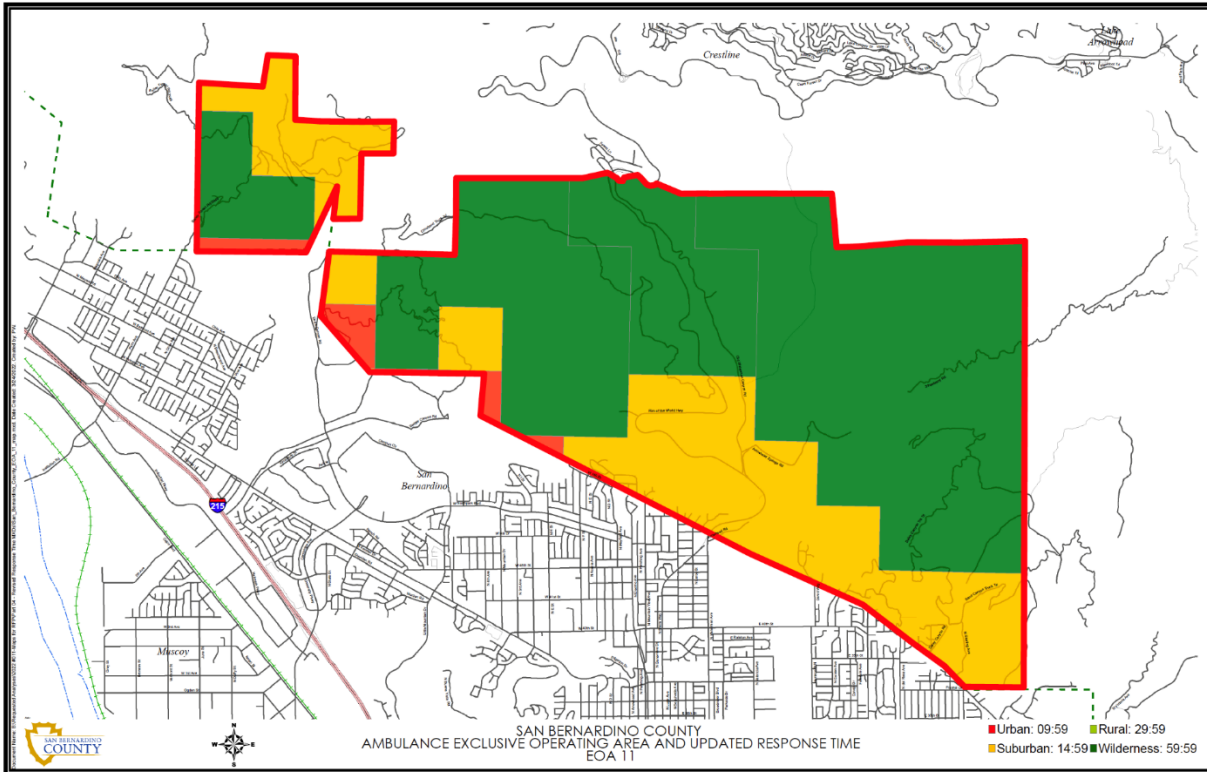
EOA 8



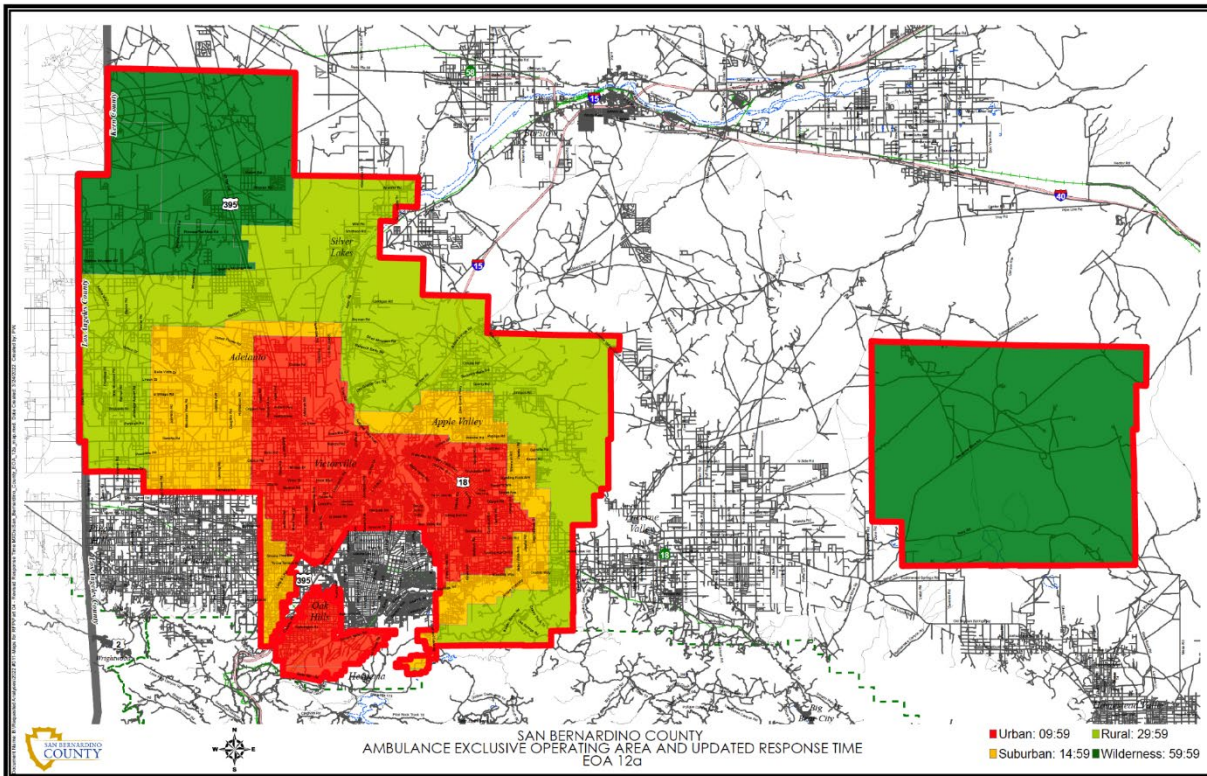
EOA 9



EOA 11



EOA 12a



Comprehensive Service Area

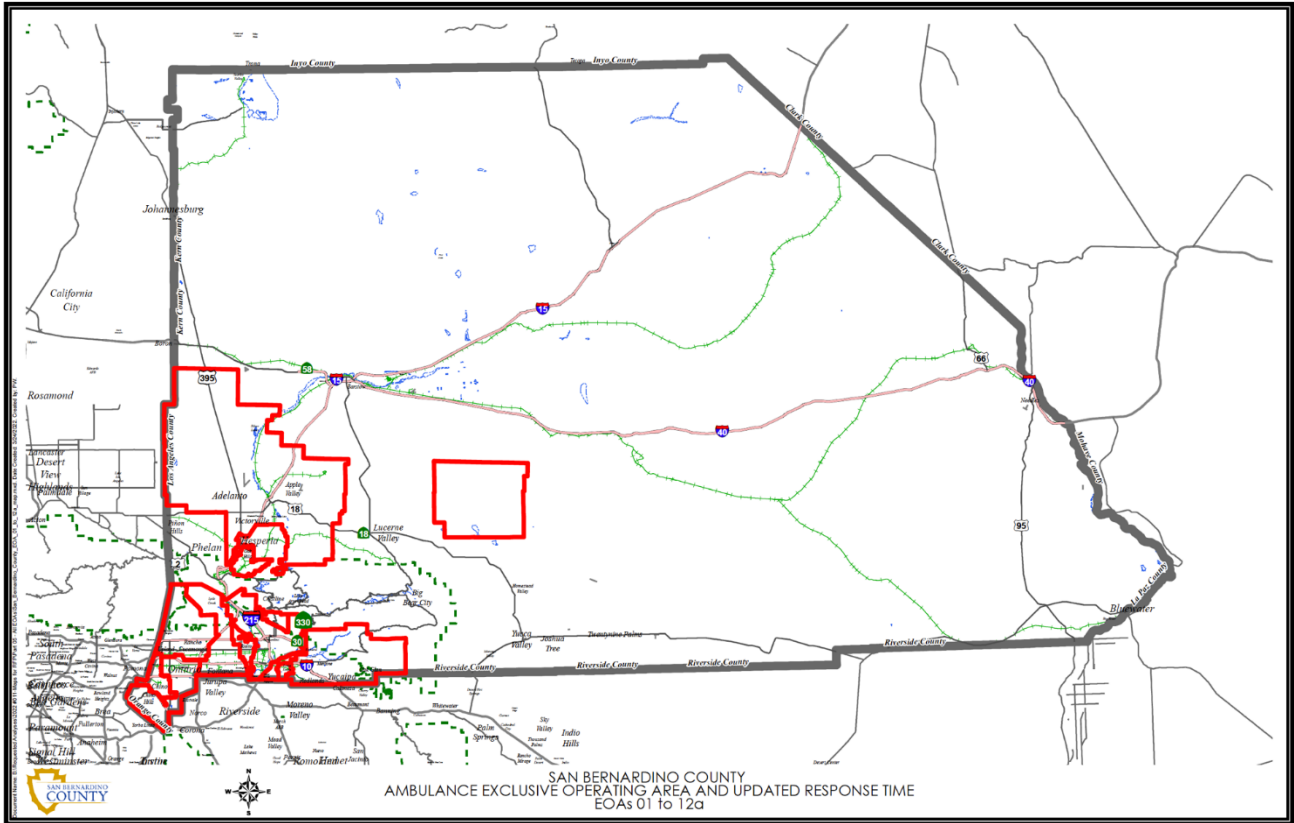


EXHIBIT 4 - MINIMUM INSURANCE REQUIREMENTS

Contractor shall provide proof of insurance or a letter from their insurance company/underwriter of their ability to obtain and maintain the minimum insurance coverage in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement. If Contractor is self-insured, Contractor shall document its capability to provide similar coverage or assurance of coverage consistent with the insurance requirements.

<p>General Liability (Including operations, products, and completed operations, as applicable.)</p>	<p>The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars (\$5,000,000), per occurrence. The policy coverage shall include:</p> <ol style="list-style-type: none"> a. Premises operations and mobile equipment. b. Products and completed operations. c. Broad form property damage (including completed operations). d. Explosion, collapse, and underground hazards. e. Personal injury. f. Contractual liability. <p>g. \$10,000,000 general aggregate limit.</p>
<p>Automobile Liability</p>	<p>Primary insurance coverage shall be written on an International Organization for Standardization (ISO) Business Auto coverage form for all owned, hired, and non- owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than five million dollars (\$5,000,000) for bodily injury and property damage, per occurrence.</p> <p>If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of ten million dollars (\$10,000,000) for bodily injury and property damage per occurrence.</p>
<p>Workers' Compensation</p>	<p>A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.</p>

<p>Umbrella Liability Insurance</p>	<p>An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.</p>
<p>Employers’ Liability</p>	<p>\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.</p>
<p>Professional Liability (Errors and Omissions)</p>	<p>Professional Liability – Professional Liability Insurance with limits of not less than ten million (\$10,000,000) per claim and twenty million (\$20,000,000) aggregate limits.</p> <p style="text-align: center;">or</p> <p>Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than ten million (\$10,000,000) and twenty million (\$20,000,000) aggregate limits</p> <p style="text-align: center;">or</p> <p>If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.</p>
<p>Abuse/Molestation Insurance</p>	<p>Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.</p>

<p>Environmental Liability</p>	<p>In addition to the Basic Requirements/Specifications for all Contracts, any contract that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA “Director’s list of Hazardous Substances” or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements:</p> <ul style="list-style-type: none"> a. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions. b. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.
<p>Cyber Liability</p>	<p>Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$5,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.</p>
<p>Performance Security</p>	<p>The Proposer must be able to obtain and maintain in full force and effect, throughout the term of the contract a performance guarantee in the form of a performance security bond or an irrevocable Letter of Credit, in the amount of twenty million dollars (\$20,000,000) payable without condition to San Bernardino County, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County full and faithful performance of all of the terms and provisions of this contract to be performed by the Contractor, and as said contract may be amended, supplemented or extended.</p> <p>If using a performance bond, it must be issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the County.</p>

EXHIBIT 5 - RESPONSE TIME & LIQUIDATED DAMAGES

FirstWatch OCU will provide the format for response time compliance and calculation of liquidated damages. For additional information on liquidated damages and response times, see Section 5.8.

Advanced Life Support and Basic Life Support response times per response area:

Response Priority	Urban	Suburban	Rural	Wilderness
Code 3 ALS	9:59	14:59	29:59	59:59
Code 2 ALS/BLS	15:59	22:59	44:59	99:59

Extended response times apply only to Code 2 and 3 priority level calls:

Extended Response Times					
Priority Level	Urban	Suburban	Rural	Wilderness	Liquidated Damages
Code 3	>19:59	> 24:59	> 39:59	>69:59	\$500
Code 2	> 25:59	> 32:59	> 54:59	>109:59	\$500

Interfacility Transports (IFT) and Critical Care Transports (CCT)

Response Term	Compliance Standard
Emergency ALS IFT	09:59 minutes
Non- Emergency Pre-Scheduled IFT > 2 hours	+/- 15 minutes of scheduled time
CCT	59:59 minutes

- A. If the Contractor falls below the 90th percentile in any EOA or response area, a Liquidated Damage assessment of \$10,000 per EOA/response area per month will be applied. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.
- B. If the Contractor fails to meet minimum response times in the same EOA or response area for a second consecutive month without adding the additional unit hours approved, a \$50,000 Liquidated Damage assessment will be applied. The Contractor will be required to add additional ambulance unit hours until compliance is achieved.
- C. If the Contractor is out of compliance in multiple EOAs or response areas more than three times in a year, a \$75,000 Liquidated Damage assessment will be applied, in addition to Liquidated Damages noted in item A above. The Contractor will be required to add additional ambulance unit hours as a cure.
- D. If the Contractor is not successful in curing underperformance following these measures, the Contractor may be considered in Breach of Contract.

RESPONSE TIME & LIQUIDATED DAMAGES EXAMPLE TABLE

EOA XX Example									
911 Responses		Response Time Requirement	Total Responses	On Time Calls	Late Calls	90% Fractile	Liquidated Damages	Contract Reference	
Code 3	Urban	9:59	1750	1700	50	97.14%		Section V, Operations, 5.1, A, (1), 5.2 B, (2), (7) & (8). Exhibit 5	
	Suburban	14:59	300	250	50	83.33%	\$10,000 + Root Cause Analysis + Add Unit Hours		
	Rural	29:59	40	35	5	87.50%	No LD until minimum of 100 calls reached		
	Wilderness	59:59	2	2	0	100.00%			
Code 2	Urban	15:59	650	575	75	88.46%	\$10,000 + Root Cause Analysis + Add Unit Hours		
	Suburban	22:59	290	275	15	94.83%			
	Rural	44:59	190	150	40	78.95%	\$10,000 + Root Cause Analysis + Add Unit Hours		
	Wilderness	99:59	110	110	0	100.00%			
Subtotal							\$30,000		
Extended Response Times	Maximum Extended Response Time	Over Maximum	Liquidated Damages	Response times more than ten (10) minutes over the applicable response time shall be considered an Extended Response					
Code 3	Urban	19:59	2	\$1,000	Audit all Extended Responses to identify root cause. Review ePCR to determine if any negative outcome may be attributed to the Extended Response				
	Suburban	24:59	0						
	Rural	39:59	1	\$500					
	Wilderness	69:59	0						
Code 2	Urban	25:59	0		Audit all Extended Responses to identify root cause. Review ePCR to determine if any negative outcome may be attributed to the Extended Response				
	Suburban	32:59	1	\$500					
	Rural	54:59	0						
	Wilderness	109:59	0						
Subtotal			\$2,000						
IFT Responses All EOAs Combined	Response Time Requirement	Total Responses	On Time Calls	Late Calls	90% Fractile	Liquidated Damages			
Non- Emergency Pre-Scheduled IFT > 2 hours +/- 15 minutes of scheduled time		855	765	-90.00	89.47%	\$10,000 + Root Cause Analysis + Add Unit Hours			
CCT Responses All EOAs Combined	Response Time Requirement	Total Responses	On Time Calls	Late Calls	90% Fractile	Liquidated Damages			
		155	139	-16	89.68%	\$10,000 + Root Cause Analysis + Add Unit Hours			
Subtotal							\$20,000		
Total Liquidated Damages for March 2024							\$52,000		

EXHIBIT 6 - CLINICAL PERFORMANCE MEASURES & LIQUIDATED DAMAGES

Summary of potential San Bernardino County EMS Clinical Performance Measures

Clinical Performance Measures:

Participation in State and National Benchmarking

ICEMA will require the submission of data consistent with Health and Safety (H&S) Code 1797.227 that would allow the County to participate in programs such as California EMS System Core Quality Core Measures Project, Cardiac Arrest Registry for Enhanced Survival (CARES), National Emergency Medical Services Quality Alliance (NEMSQA: formerly Emergency Medical Services [EMS] Compass), and Mission: Lifeline.

Inland Counties Emergency Medical Agency (ICEMA) EMS Clinical Performance Measures

ICEMA requires the Contractor to jointly develop Clinical Performance Standards based on the measures listed below. The agreed upon Clinical Performance Standards will be incorporated as performance requirements of this agreement through the Quality Improvement (QI) Plan as outlined in Section 7.3 and according to ICEMA policy. It is understood, due to the nature of Clinical Performance Standards, a phase-in period as defined in Section 7.7 may be necessary, and measures may not be completely defined at the beginning of the contract, but will be based on the [ICEMA Policy and Protocol Manual](#), state regulations and current best practice. These may include assessment, treatment, communication, transport, documentation, and provide for a quantitative measurement standard, such as:

Assessment

- Blood Glucose measurement for patients with altered neurological function,
- 12-lead ECG obtained in patients with chest pain of suspected cardiac etiology,
- Injured patients assessed for pain,
- Estimate weight for pediatric patients.

Treatment

- Aspirin administered for chest pain of suspected cardiac etiology,
- Glucose or glucagon administered for hypoglycemia,
- Benzodiazepine administered for status epilepticus,
- Nitroglycerin administered for acute pulmonary edema,
- Albuterol administered for symptomatic asthma or Chronic Obstructive Pulmonary Disease (COPD),
- Pain management (pharmacologic or non-pharmacologic) if pain scale >2,
- End-tidal CO2 measured on every successful endotracheal intubation.

Communication and Transport:

- Prearrival hospital notification for stroke, ST-Elevation Myocardial Infarction (STEMI), or major trauma,
- Direct transport of a patient with a suspected stroke, STEMI, or meeting trauma triage criteria to appropriate designated specialty care center.

Documentation:

- For refusal of care or transport, documentation that patient has decisional capacity,
- Documentation of stroke scale assessment and time last known well for patients with stroke.

Summary of ICEMA EMS Clinical Performance Standards

The chart below summarizes the background and derivation of the Clinical Performance Standards.

	CA Core Measures ¹	NEMSQA ²	Mission: Lifeline ³	GAMUT ⁴	Meyers et al ⁵	TQIP ⁶
Assessment						
Blood Glucose measured for Altered Mental Status	X	X		X	X	
12-lead Electrocardiogram (ECG) for chest pain			X			
Injured patients assessed for pain		X				
Pediatric weight estimation		X				
Treatment						
Aspirin for chest pain	X		X		X	
Nitroglycerin Sublingual Tablets (NTG) for chest pain or pulmonary edema					X	
Glucose given for hypoglycemia	X	X				
Benzodiazepine for status epilepticus		X			X	
Albuterol for asthma or COPD	X				X	
Treatment of pain if >2/10		X				
End-tidal CO2 for Endotracheal Intubation (ETI)						
Communication						
Pre-arrival hospital notification for stroke, STEMI, or major trauma	X		X			
Transport						
Stroke, STEMI, or major trauma to specialty care center	X	X	X		X	X

Additional Suggested Measures

- Medication Errors - Total annual or rate
- Ambulance accidents – Response or transport
- Mechanical issues delaying ambulance response or transport
- Near misses (clinical error that does not result in an adverse patient outcome)
- Patient complaints
- Patient satisfaction surveys
- EMS stakeholder and customer satisfaction surveys

Measurement of Clinical Performance

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing the level of effort is necessary to achieve the agreed-upon Clinical Performance Standards. As identified in the RFP, there are specific timelines for these to be developed in collaboration with ICEMA. It is understood that adequate time is being provided to determine a baseline measurement for each of the ongoing performance standards. The Contractor shall ensure EMS personnel are trained to current ICEMA standards in a manner consistent with this goal. Below are examples of Clinical Performance Measures used to indicate performance throughout EMS systems.

Example of Clinical Performance Standards	Emergency Medical Dispatch (EMD)	Basic Life Support (BLS)	Advanced Life Support (ALS)	911 Receiving Hospital	Specialty Care
Cardiac Arrest	<ol style="list-style-type: none"> 1. Identification of cardiac arrest 2. High Priority Dispatch 3. Instructions for chest compressions 	<ol style="list-style-type: none"> 1. Confirm pulselessness 2. Cardiopulmonary Resuscitation (CPR) 3. Automated External Defibrillator (AED) 	<ol style="list-style-type: none"> 1. Cardiac Monitor 2. Vascular access 3. Medications ECG if ROSC 		<ol style="list-style-type: none"> 1. ECG if Return of Spontaneous Circulation (ROSC) 2. Primary Percutaneous Coronary Intervention (PCI) for STEMI 3. Targeted Temperature Management
Chest Pain - Non traumatic	<ol style="list-style-type: none"> 1. Determine call acuity level 	<ol style="list-style-type: none"> 1. Assess Vital Signs 2. Administer O2, titrate SpO2 to > 94% 	<ol style="list-style-type: none"> 1. Cardiac monitor 2. 12-Lead ECG 3. Acetylsalicylic Acid (ASA) 	<ol style="list-style-type: none"> 1. 12-lead ECG within 10 minutes of arrival 	<ol style="list-style-type: none"> 1. 12-lead ECG within 10 minutes of arrival

Shortness of Breath	1. Identify high priority	1. O2 2. Assess	1. Assess O2 2. Albuterol for asthma/COPD 3. NTG for Pulmonary Edema		
Altered Neurological Function	1. Identify high priority	1. Assess vital signs 2. SpO2 3. Blood glucose 4. Treatment for low BG 5. Naloxone for suspected opioid overdose	1. Evaluate for stroke 2. Blood Glucose 3. Vascular Access 4. Treatment for low BG		1. If stroke suspected, Computed Tomography / Computed Tomography Angiography (CT/CTA)

Clinical Performance Standard Liquidated Damages

It is the goal of ICEMA to ensure the delivery of quality clinical care that adequately addresses the medical condition of all patients. To adequately implement these measures, a period of eighteen (18) months that begins with the commencement of the contract will be necessary to allow time to identify, test, implement a process to measure specific clinical performance and evaluate performance improvement strategies.

The Contractor shall work with ICEMA to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates after the initial 18-month period. If the Contractor underperforms, based on baseline compliance rates, the Contractor shall conduct a comprehensive performance improvement process that includes identification of the root causes. The Contractor will be required to implement a corrective action plan. ICEMA’s Medical Director will work in consultation with the Contractor to make recommendations and ICEMA’s Medical Director will have final approval of any corrective actions prior to implementation. If the Contractor fails to identify, evaluate, and then implement a corrective action plan, Liquidated Damages shall be assessed.

The Contractor understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this contract will result in damage to ICEMA and the County. It will be impracticable to determine the actual amount of damage whether in the event of underperformance or nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and ICEMA agree to the process to establish Liquidated Damages specified in this contract. It is expressly understood and agreed that the Liquidated Damage amounts are not to be considered a penalty, but shall be deemed, taken, and treated as a reasonable estimate of the damages to the County.

If all corrective actions identified are implemented, no Liquidated Damages will be assessed.

The Contractor shall pay Liquidated Damages to ICEMA every quarter following the initial 12-month period that the Contractor fails to attain Clinical Performance Standards and understands that the Clinical Performance Standards will be periodically updated to reflect current medical standards. Liquidated Damages paid by the

Contractor for each Clinical Performance Standard in which the Contractor fails to maintain the requisite compliance after a comprehensive Performance Improvement Plan, shall be established and assessed. The chart below is only an example. Baseline metrics will be set for each Clinical Performance Standard established for compliance as part of the Agreement. It is understood that these standards and baseline metrics will be established through a collaborative process and the standards and metrics will change and/or be modified over the terms of the contract. Contractor will be expected to meet the baseline metric for each clinical performance standard established.

The table below provides examples of *proposed* Clinical Performance Standards (actual performance standards will be established):

Clinical Performance Standard Examples	Baseline Metric	Under-performance	Damage Assessed	Under-performance	Damages Assessed	Under-performance	Considered Breach of Contract
Blood Glucose measurement for patients with altered neurological function	95%	85-94%	\$1,500	75-84%	\$3,000	Anything below 65% in a quarter	Notify of Contract Breach
Albuterol administered for symptomatic asthma or COPD	80%	75-79%	\$1,500	65-74%	\$3,000	Anything below 65% in a quarter	Notify of Contract Breach

The Contractor shall pay liquidated damages to ICEMA for the under-performance of Clinical Performance Standards as measured quarterly through the FirstWatch program, unless otherwise exempted by ICEMA. Exemptions include, but are not limited, to the following:

1. Verified equipment failure with appropriate documentation of reporting and resolution
2. Verified technical failure to upload 12-lead ECG
3. Communication failure for advance notice of trauma and stroke
4. Patient declines treatment and it is properly documented
5. Specialty Care Center unable to accept stroke, STEMI, or trauma patient.
6. Higher priority concerns take precedence (e.g., scene safety).

EXHIBIT 7 –EMERGENCY TAKEOVER LEASE AGREEMENT

THIS EMERGENCY TAKEOVER LEASE AGREEMENT (Lease) is entered into as of _____, 2024, between San Bernardino County (Lessee) and CONFIRE (Lessor or Contractor);

WHEREAS, Lessor and Lessee have entered into an Emergency Ambulance Services with Advanced Life Support Transport Agreement (911 Agreement), that permits the Lessee to take over the 911 system under certain conditions; and

WHEREAS, in the event of Lessee's takeover of the 911 system, Lessor desires to lease certain ambulances, certain items of equipment, and certain facilities (collectively "Equipment") specified on Leased Equipment Attachment hereto, to Lessee, and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions contained in this Lease; and

WHEREAS, this Agreement shall only become effective upon a takeover by the County under the 911 Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

AGREEMENT

1. Lease of Equipment. Lessee leases from Lessor the Equipment specified on Schedule "A" Lessee hereby accepts the Equipment "as is" and Lessee shall be fully and completely bound by each and all of the terms and conditions hereof. Lessee acknowledges that at the time of takeover, Lessee shall fully inspect the Equipment and verify that the Equipment is in good condition and repair.
2. Conditions Precedent to Lease. The conditions precedent to this Lease being effective shall be: a) A declaration by Lessee that Lessor has committed a material breach under the 911 Agreement; b) that material breach has not been cured by Lessor within the cure period; c) Lessee terminates the 911 Agreement; and d) Lessee delivers to Lessor a written notice from the ICEMA Executive Officer or designee certifying that the County has elected to take over the 911 system, then Lessee shall take possession and control of the Equipment subject to the terms and conditions of this Lease.
3. Term. The term of this Lease shall commence upon Lessee's satisfaction of the conditions precedent in Section 2 immediately above and shall continue for the same period of time on a month-to-month basis not to exceed twelve (12) months.
4. Rent. Lessee shall pay Lessor monthly rent in advance for the Equipment in an amount outlined in Section 13.7 of the 911 Agreement. Any nonpayment of Rent or other amounts payable under this Lease within ten (10) days of Lessor's written notice to Lessee shall bear interest at the lower rate of: a) Twelve percent (12%); or b) the maximum amount allowed by law. The Equipment will be used for operating the 911 system. Lessee shall not remove the Equipment from the County EMS system without obtaining Lessor's prior written consent.

5. Maintenance. Lessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Term those maintenance agreements with respect to the Equipment required by this Lease or hereafter required by Lessor. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor for inspection during regular business hours at the location of such Equipment.
6. Return. Lessee shall, at its expense, return such Equipment to Lessor in the same condition as tendered, ordinary normal wear and tear from proper use excepted.
7. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any Lien on or with respect to any Equipment. Lessee, at its expense, shall promptly pay, satisfy, and take such other actions as may be necessary or reasonably requested by Lessor to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien.
8. Risk of Loss. Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, which shall occur prior to the return of such Equipment. In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with the Lease.
9. Casualty. If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.
10. Insurance. Lessee shall, at its sole expense, carry and maintain insurance against such risks for the Equipment. Within five (5) days of Lessee taking possession and control of the Equipment, and, from time-to-time at Lessor's request, Lessee shall deliver to Lessor certificates of insurance or proof of self-insurance or other evidence reasonably satisfactory to Lessor showing that such insurance coverage is, and will remain in effect, in accordance with Lessee's obligations under this Section. Lessor shall not, however, cancel any insurance Lessor carries for the Equipment without notification to Lessee of Lessor's intent to cancel ten (10) days prior to any cancellation. Lessor's failure to timely inform Lessee of its intent to cancel any insurance shall void Lessee's liability under paragraph 9 (Risk of Loss) if Lessee fails to timely obtain insurance under this section.
11. Taxes and Fees. Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due, all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Lease or the Equipment, or accruing prior to Emergency Takeover.

12. Limited Warranty. Lessor, not being the manufacturer or vendor of the equipment, makes no other representation or warranty, express or implied, as to the suitability or fitness for any particular purpose, the quality of the material of the material or workmanship of the equipment.
13. Events of Default. Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if: a) Lessee fails to make any Rent payment as it becomes due in accordance with the terms of this Lease and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor; or b) Lessee violates any covenant, term, or provision of this Lease, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor.
14. Remedies. If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor at its option, may:
 - a. Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, or
 - b. By notice to Lessee immediately terminate this Lease, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Lease as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Lease only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee to use such Equipment for any purposes whatsoever.
15. Notices. Any consent, instruction or notice required or permitted to be given under this Lease shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor or Lessee, as the case may be, at their respective addresses set forth in the 911 Agreement or at such other address as Lessor or Lessee shall from time to time designate to the other party by notice similarly given.
16. Miscellaneous. This Lease (including the Leased Equipment Attachment hereto):
 - a. Constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto.
 - b. May be amended only by written instrument executed by both parties.
 - c. May not be assigned by either party without the written consent of the other party.
 - d. Shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
 - e. Shall be interpreted and enforced in accordance with the laws of the state of California, without regard to the conflict of law's provisions thereof, and the federal laws of the United States applicable therein.
 - f. May be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and shall not be effective until executed by both parties.

17. Electronic Signatures. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

The parties executing this Lease Agreement warrant that they have full and complete legal authority to execute this Agreement on behalf of their agency.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

San Bernardino County

By: _____
Dawn Rowe, Chair, Board of Supervisors

Date: _____

CONFIRE

By: _____

Date: _____

LEASED EQUIPMENT ATTACHMENT

The leased items shall include:

1. All ambulance stations including, but not limited to, comfort stations utilized by Contractor at the time of an uncured breach or emergency takeover; and
2. All ambulances, bariatric ambulances, Supervisor vehicles, and support vehicles, not to total less than the maximum used at any point during the 911 Agreement prior to the emergency takeover and their associated medical equipment, medical supplies, and communication equipment, including but not limited to, information technology such as computers and mobile data gateways to perform emergency ambulance services as required by this Agreement; and
3. In addition, Contractor shall make available to the County its on-hand medical supply inventory located at its main headquarters in San Bernardino County.

ATTACHMENT A
REQUEST FOR PROPOSAL #: ICEMA23-ICEMA-4811 AND ADDENDA

Access by clicking the link below:

<https://www.dropbox.com/scl/fo/p3krq3bv2r5ogya1oh3xs/h?rlkey=g27krj8wlr2uugi2u8j6va5af&dl=0>

**ATTACHMENT B
PROPOSAL (REFERENCE ONLY)**

Access by clicking the link below:

<https://www.dropbox.com/scl/fo/p3krg3bv2r5ogya1oh3xs/h?rlkey=g27krj8wlr2uugi2u8j6va5af&dl=0>

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Item 10.

Description	Year 1		
	# of trips	Gross Revenue	Net Collections
All Patient Charges			
Medicare	81,251	\$ 320,015,216	\$ 36,599,763
Medicaid	60,662	\$ 241,395,850	\$ 2,408,558
Commercial Insurance	19,105	\$ 76,079,600	\$ 64,739,487
Private Pay & Other	13,280	\$ 52,307,299	\$ 2,623,973
Subtotal - All Patient Charges	174,298	\$ 689,797,966	\$ 106,371,780
Other Revenues			
QUAF Revenue	-	\$ -	\$ -
PIIGT Revenue	40,945	\$ 45,834,360	\$ 45,834,360
All Other Revenue	-	\$ -	\$ -
Subtotal - Other Revenues	40,945	\$ 45,834,360	\$ 45,834,360
Total Net Revenues		\$	152,206,140
Operating Expenses:			
Salaries and Wages		\$	793,184
Payroll Taxes & Employee Benefits		\$	427,415
Purchased Services			
Partnership/Subcontracting		\$	107,652,970
EMS Agency Oversight and Monitoring Services		\$	1,800,000
Centralized EMD Dispatch Center		\$	976,005
Firstwatch Initial Charge		\$	100,850
Firstwatch Annual Charge		\$	17,356
ImageTrend Annual Charge		\$	180,000
Other Purchased Services		\$	419,740
Subtotal - Purchased Services		\$	111,146,921
Estimated Response Time Penalties		\$	250,000
General & Administrative		\$	21,388,315
Vehicles		\$	-
Medical Supplies / Equipment		\$	-
Other Operating Expenses		\$	-
Interest Expense		\$	600,000
Total Operating Expenses		\$	134,605,835
Income from Operations		\$	17,600,305

**CONFIRE****STAFF REPORT****DATE: December 11, 2023****FROM: Nathan Cooke
Interim Director****TO: Board of Directors**

SUBJECT: Priority Ambulance Sub-Contractor Agreement Addendum

Recommendation

It is recommended that the CONFIRE Board of Directors (BOD) authorize the Interim Director to sign and execute the amended agreement between Priority Ambulance and CONFIRE authorizing Priority Ambulance to provide sub-contracting services for the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract.

Background Information

The BOD previously approved an agreement between Priority Ambulance and CONFIRE to authorize Priority to provide sub-contracting services for the County of San Bernardino Ground Ambulance contract, on February 22, 2022.

In order for CONFIRE to be a responsive proposer to the County Ground Ambulance contract, it was important to secure a sub-contractor agreement with Priority Ambulance prior to submitting our proposal. That agreement covered the general terms related to the types of services that would be provided by Priority Ambulance and did not include the associated cost because the terms of the County contract were not solidified at that time.

The CONFIRE BOD 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.

CONFIRE worked tirelessly with our member and contract agencies, our sub-contractor Priority Ambulance, consultants, and other key stake holders to develop a proposal that was responsive to the County's needs. The proposal presented a forward-thinking, integrated, public-private model that delivers the advantages of an all-encompassing regional alliance paired with mobile healthcare innovations that will serve our community needs and our hospital customers.

As a result of our submission, the County of San Bernardino has awarded CONFIRE the Ground Ambulance Services Agreement, which spells out the terms and conditions that will need to be met by CONFIRE and Priority Ambulance, as our sub-contractor.

The agreement will commence on October 1, 2024, and will be in place for 5-years, with a potential extension for an additional 5-years, thereafter.

As a result of the award, Priority and CONFIRE had to amend the previously approved agreement to include the updated requirements and cost associated with the final Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County, contract.

Fiscal Impact

CONFIRE agrees to pay Priority \$208.50 per unit hour. It is estimated that Priority will provide 435,654 hours annually.

The revenue generated from the County of San Bernardino Ground Ambulance Services Agreement will be used to pay Priority and fulfill the terms of the agreement.

The estimated total annual amount to be paid to Priority will be \$90,833,859.

**FIRST AMENDED INDEPENDENT CONTRACTOR
AGREEMENT FOR SPECIAL SERVICES
EMERGENCY AMBULANCE SERVICES**

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

RECITALS

- A. WHEREAS, CONFIRE completed a competitive bidding process consistent with Public Contract Code section 20812 and CONFIRE Administrative Policy 4.004.
- B. WHEREAS, CONFIRE desires to utilize the services of Contractor as an independent contractor to provide countywide emergency ambulance services, including transport, as more fully described herein; and
- C. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and will hold all necessary licenses to practice and perform the services herein contemplated; and
- D. WHEREAS, CONFIRE and Contractor desire to contract for the specific services described in Exhibit “A” (the “Scope of Services”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- E. WHEREAS, no official or employee of CONFIRE has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

AGREEMENT

In consideration of the promises set forth below, the Parties agree as follows:

1. The proceeding recitals are incorporated as though set forth herein.
2. **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 A-1: CONFIRE RFP
 - Exhibit A-2: San Bernardino County Request For Proposal #ICEMA23-ICEMA-4811

- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance
- Exhibit E: Supplemental Terms and Conditions

3. **EFFECTIVE DATE AND TERM**

This Agreement shall become effective on the date it is executed by representatives of both Parties (“Effective Date”). If CONFIRE is the successful proposer for (the “County RFP”), the term of this Agreement shall be coterminous with the term of the contract(s) awarded under the County RFP. The Parties may mutually agree in writing to a contract extension.

If CONFIRE is not the successful proposer in connection with the County RFP, then this Agreement shall become null and void, and no compensation shall be made to Contractor.

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 Contractor’s employees are not entitled to benefits from CONFIRE 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 (“Services”).

6. **COMPENSATION**

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B (“Compensation”). This Agreement is the result of an arm’s length transaction. The compensation paid under this Agreement shall reflect the fair market value of the services rendered.

7. **GENERAL TERMS AND CONDITIONS**

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

8. **INSURANCE**

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

9. **SUPPLEMENTAL TERMS AND CONDITIONS**

The Supplemental Terms and Conditions are set forth in Exhibit E.

10. **REPRESENTATIVES**

CONFIRE shall designate one or more representatives of CONFIRE for purposes of this Agreement who shall be authorized and may issue all consents, approvals, directions and agreements on behalf of CONFIRE, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

11. **PROJECT MANAGER**

CONFIRE shall designate a Project Manager to work directly with the Contractor in the performance of this Agreement.

Proposer shall designate a Project Manager who shall represent it and be its agent in all consultations with CONFIRE during the term of this Agreement. Contractor and its Program Manager shall attend and assist in all coordination meetings called by CONFIRE.

12. **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
 1743 Miro Way
 Rialto, CA 92376
 Attn: Nathan Cooke,
 Interim Director

To Contractor:
 Priority Ambulance
 9721 Cogdill Road, Suite 302
 Knoxville, TN 37932
 Attn: Chief Operating Officer

With additional copy to:
 Priority Ambulance
 9721 Cogdill Road, Suite 302
 Knoxville, TN 37932

Attn: General Counsel

13. **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. Contractor’s financial obligations under this Agreement shall be limited to its costs of providing the services furnished to CONFIRE as set forth in Exhibit A. Except as set forth in this Contract, in no event shall Contractor be liable, regardless of whether any claim is based in 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

PRIORITY AMBULANCE, LLC

Date: _____, 2023

Date: _____, 2023

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

**EXHIBIT A
to AGREEMENT FOR SERVICES**

Contractor shall provide the services described in CONFIRE's RFP and the County's RFP, attached here to as Exhibit(s) A-1 and A-2, respectively.

[The Parties mutually agree that, if CONFIRE is awarded the prime contract by San Bernardino County, that contract shall be substituted in place of RFP materials as the Exhibit A to this Agreement.]

**FIRST AMENDED
EXHIBIT B
to AGREEMENT FOR SERVICES**

COMPENSATION

A. Compensation

- a. Year 1 price per Unit Hour--\$208.50.
- b. Annual Increase in Compensation. On each anniversary date of this Agreement, an adjustment to the Unit Hour Price shall be made as follows: The Consumer Price Index-Medical Care (CPI-Medical Care) published by the United States Bureau of Labor Statistics shall be consulted, and the index for the most recent 12-month period shall be determined based upon available published reports. If the 12-month index is a negative value, there shall be no adjustment in the Unit Hour Price for the new contract year; if the 12-month index is a positive value, the Unit Hour Price for the next contract year shall be increased by an amount equal to the CPI-Medical Care index for the most recent 12-month period.
- c. Increased Compensation

The compensation set forth in this Paragraph (a) shall be increased by mutual agreement of the parties, under the following circumstances:

- 1. Increase in Labor Costs – Prior to Term of Agreement
 - a) A new collective bargaining agreement goes into effect prior to the Term of this Agreement;
 - b) The new collective bargaining agreement results in an increase in labor costs; and
 - c) The Parties shall negotiate in good faith to mutually agree upon an Amended Exhibit B to reflect the increase in compensation, provided, however, that any adjustment to the Unit Hour Price shall not be less than the Bureau of Labor Statistics' Consumer Price Index for Riverside-San Bernardino – Ontario CPI-U, for the most recent twelve month period preceding the effective date of the new collective bargaining agreement.
- 2. Increase in Labor Costs – During Term of Agreement
 - a) Contractor is required to negotiate a new collective bargaining agreement during the Term of this Agreement;
 - b) The new collective bargaining agreement results in an increase in labor costs; and
 - c) The Parties shall negotiate in good faith to mutually agree upon an Amended Exhibit B to reflect the increase in compensation, provided, however, that any adjustment to the Unit Hour Price shall

not be less than the weighted average of the wage scale increases to the job classifications covered by the new collective bargaining agreement.

- d) In negotiating any new collective bargaining agreement, Contractor shall regularly consult with CONFIRE and shall keep CONFIRE apprised of material developments in the negotiations. If CONFIRE so desires, a representative of CONFIRE may participate as a member of Contractor's negotiating team. In order to qualify for the price adjustment described in Subsection (c) above, Contractor must obtain CONFIRE's consent to the new collective bargaining agreement, which consent shall not be unreasonably withheld. This consent provision is not intended, and shall not be construed, as imposing any restriction or limitation upon Contractor's ability and obligation to negotiate in good faith with the bargaining unit's representative.

3. Additionally, if any federal, state or local law goes into effect prior to or during the Term of this Agreement, which requires Contractor to increase hourly wages paid to employees providing services under this Agreement, the Parties shall negotiate in good faith to mutually agree upon and approve an Amended Exhibit B to reflect an appropriate increase in compensation related to wage increases required by law.

d. Additional Services.

Contractor shall not receive compensation for any services provided outside of the Scope of Services, specified in Exhibit A to this Agreement, unless CONFIRE, prior to the Contractor performing the additional services, approves such additional services in writing. The Parties will cooperate in good faith to address any requests for additional services in emergency or unforeseen circumstances.

- e. CONFIRE shall be responsible for its own billing and collection for transports, as well as its administrative expenses, and compensation and benefits for its own personnel; Contractor will fund initial startup capital costs and cover its own working capital requirements and operating expenses, including compensation and benefits for its personnel, administrative offices, ambulance operations centers, fleet maintenance, and sub-stations (if needed), provided, however, that by agreement of the parties, Contractor units may be posted at fire stations of CONFIRE member organizations, at no cost to Contractor, as part of the deployment plan mutually agreed to by the Parties from time to time.

B. Payment

a. Schedule

Each month, Contractor shall invoice CONFIRE for Unit Hours provided in the preceding month.

b. Process

Payment shall be made within thirty (30) calendar days after the Contractor submits an invoice to CONFIRE for Services provided.

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 Contractor's profession for services to California public agencies and consistent with the terms of the RFP issued by the County.
2. **ORIGINALITY OF SERVICES.** (Intentionally omitted)
3. **PRODUCT.** THE PARTIES DO NOT ANTICIPATE THE CREATION OF ANY NEW INTELLECTUAL PROPERTY THAT MIGHT BE REGISTERED UNDER TRADEMARK, COPYRIGHT AND/OR PATENT LAWS. EACH PARTY SHALL RETAIN OWNERSHIP OF ITS OWN REGULARLY GENERATED BUSINESS AND OPERATIONAL RECORDS. IN THE EVENT CONTRACTOR IS SPECIFICALLY ASKED TO CREATE A NEW WORK OF INTELLECTUAL PROPERTY IN CONNECTION WITH THIS AGREEMENT, 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 substantial liability, as agreed by the Parties, to others for personal injury or property damage (which is not covered by available insurance); 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 sixty (60) 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 sixty (60) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor.
 - 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 substantial liability, as agreed by the Parties, to others for personal injury or property damage (which is not covered by available insurance); 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.
 - d. Upon termination, CONFIRE shall have the right to take possession of the Contractor's ambulances and related equipment for the purpose of providing the services itself unless and until a replacement subcontractor is obtained. During any such emergency takeover, Contractor shall allow CONFIRE to use its ambulances and equipment, provided, however, that CONFIRE shall pay to Contractor on a monthly basis fair market rental for the use of such ambulances and equipment. If the parties are unable to agree upon the amount of fair market rental, the parties shall jointly select a public accounting firm to provide an independent expert opinion regarding fair market rental.

5. IDEMNIFICATION/DEFENSE/HOLD

HARMLESS

- a. **Contractor Indemnification, Defense, and Hold Harmless.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the CONFIRE, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from this Agreement or the Agreement by and between the County of San Bernardino and CONFIRE, including without limitation the payment of all consequential damages.
- b. **CONFIRE Indemnification, Defense, and Hold Harmless.** To the furthest extent permitted by California law, CONFIRE shall defend, indemnify, and hold free and harmless the Contractor, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of CONFIRE, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from this Agreement or the Agreement by and between the County of San Bernadino and CONFIRE, including without limitation the payment of all consequential damages. CONFIRE shall also indemnify Contractor if and to the extent its breach of the prime contract with San Bernardino County or this subcontract results in a claim against the Performance Bond procured by Contractor.
- c. **Claim, Defined.** A “Claim” consists of actions, counts, citations, claims, costs, damages, demands, judgements, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations,

reasonable attorney’s fees and consultants’ fees and causes of action related to property or persons, including personal injury and/or death.

6. **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.
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. The Parties will cooperate with regard to the execution of appropriate Business Associate Agreements under HIPAA.
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 of 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. SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CONFIRE the rules and regulations pertaining to safety, security, and driving.
- 14. 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).

- 15. 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.
- 16. EVALUATION OF CONTRACTOR AND SUBORDINATES.** Contractor agrees to perform all the work set forth in the Scope of Work to the complete satisfaction of CONFIRE. CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation shall be directed by the clinical and time performance standards set forth in the County's RFP, and include without limitation:
- a. Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)
- 17. 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 26 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.
- 18. 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.

- 19. 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. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense. It is anticipated that, if CONFIRE is the winning proposer in connection with the County RFP, Contractor will likely create a subsidiary company to perform the services contemplated by this Agreement; in that event, the Parties agree to execute an appropriate amendment assigning the Contractor's role under this Agreement to the newly formed Contractor subsidiary. Any future amendments shall not interfere with CONFIRE's right to maintain the naming conventions for purposes of the services and publicity related to their contract with the County.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 27. PUBLIC RECORDS ACT DISCLOSURE.** Contractor has been advised and is aware this Agreement and all reports, documents, information and data, including but not limited to, computer data, tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to CONFIRE may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250, et seq.) CONFIRE will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. CONFIRE shall not, in any way, be liable or responsible for the disclosure of any trade secret, including without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
- 28. ORDER OF PRECEDENCE:** In the event of an inconsistency in this Agreement and any of the Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.
- 29. RESPONSIBILITY FOR ERRORS.** Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by CONFIRE's representative, regarding any service rendered under this Agreement at no additional cost to CONFIRE. In the event that an error or omission attributable to Contractor, Contractor shall, at no cost to CONFIRE, provide

all estimates and other Contractor professional services to rectify and correct the matter to the sole satisfaction of CONFIRE and participate in any meeting required with regard to the correction.

- 30. NO THIRD-PARTY BENEFICIARY RIGHTS.** This Agreement is entered into for the sole benefit of CONFIRE and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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 CONFIRE 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 CONFIRE 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 \$3,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$1,000,000 \$5,000,000
Professional Liability	\$2,000,000
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 CONFIRE and approved by CONFIRE. Certificates and insurance policies shall include the following:
 - 2.1. A clause stating: “These policies shall not be canceled without not be less than thirty (30) days’ notice to CONFIRE.”
 - 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 CONFIRE and contracting agencies and member agencies of CONFIRE, 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 by CONFIRE.

- 2.4. 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

SUPPLEMENTAL TERMS AND CONDITIONS

1. **PROHIBITED EMPLOYMENT.** Contractor shall not employ any regular employee of CONFIRE while this Agreement is in effect, without the consent of CONFIRE.
2. **RETIREMENT ELIGIBILITY INDEMNIFICATION.** In the event that Contractor or any employee, agent or subcontractor of Contractor providing services under this Agreement claims or is determined to by a court of competent jurisdiction or the appropriate Retirement System to be eligible for enrollment as an employee of CONFIRE, Contractor shall indemnify, defend, and hold harmless CONFIRE for the payment of any employee and/or employer contributions for Retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CONFIRE.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents or subcontractors providing services under this Agreement shall not qualify or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CONFIRE, including but not limited to eligibility to enroll in a retirement system as an employee of CONFIRE and entitlement to any contribution to be paid by CONFIRE for employer contribution and/or employee contributions for retirement benefits.

3. **DRUG FREE WORKPLACE.** Contractor shall provide a drug-free workplace in compliance with Inland Counties Emergency Medical Agency ("ICEMA") and/or CONFIRE's Policies., whichever is more restrictive.

Output (2)

Item 11.

Description	Year 1		
	# of trips	Gross Revenue	Net Collections
All Patient Charges			
Medicare	81,251	\$ 320,015,216	\$ 36,599,763
Medicaid	60,662	\$ 241,395,850	\$ 2,408,558
Commercial Insurance	19,105	\$ 76,079,600	\$ 64,739,487
Private Pay & Other	13,280	\$ 52,307,299	\$ 2,623,973
Subtotal - All Patient Charges	174,298	\$ 689,797,966	\$ 106,371,780
Other Revenues			
QUAF Revenue	-	\$ -	\$ -
PIIGT Revenue	40,945	\$ 45,834,360	\$ 45,834,360
All Other Revenue	-	\$ -	\$ -
Subtotal - Other Revenues	40,945	\$ 45,834,360	\$ 45,834,360
Total Net Revenues		\$	152,206,140
Operating Expenses:			
Salaries and Wages		\$	793,184
Payroll Taxes & Employee Benefits		\$	427,415
Purchased Services			
Partnership/Subcontracting		\$	107,652,970
EMS Agency Oversight and Monitoring Services		\$	1,800,000
Centralized EMD Dispatch Center		\$	976,005
Firstwatch Initial Charge		\$	100,850
Firstwatch Annual Charge		\$	17,356
ImageTrend Annual Charge		\$	180,000
Other Purchased Services		\$	419,740
Subtotal - Purchased Services		\$	111,146,921
Estimated Response Time Penalties		\$	250,000
General & Administrative		\$	21,388,315
Vehicles		\$	-
Medical Supplies / Equipment		\$	-
Other Operating Expenses		\$	-
Interest Expense		\$	600,000
Total Operating Expenses		\$	134,605,835
Income from Operations		\$	17,600,305

**CONFIRE****STAFF REPORT****DATE: December 11, 2023****FROM: Nathan Cooke
Interim Director****TO: Board of Directors**

SUBJECT: CONFIRE EMS Division Loan

Recommendation

It is recommended that the CONFIRE Board of Directors (BOD) authorize the Chairperson to sign and execute a loan from the City of Ontario in the amount of \$20,000,000.

The loan will be used by the EMS Division to fund the startup cost related to hiring support staff and the respective personnel salaries, as well as the cost associated with the first 90-days of operations for the County of San Bernardino Ground Ambulance contract.

Background Information

The County of San Bernadino has awarded CONFIRE the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract. In order to adhere to the provisions, set forth in the agreement and to fund the startup costs associated with providing such services, CONFIRE needs to secure a loan not to exceed \$20,000,000.

CONFIRE staff were directed by the CONFIRE Administrative Committee to research the different types of loans and payment structures that may be available. After an exhaustive search utilizing the California Special Districts Association and Oppenheimer and Co. Inc. services and expertise, it is recommended that CONFIRE accept the loan form the City of Ontario due to the rate structure, interest rate, payment structure, and loan terms.

The terms of the loan are as follows:

Maximum Loan Amount:	\$20,000,000.00
Minimum Amount Per Draw:	\$1,000,000.00
Draw Effective Date:	Minimum of 5 business days to process request once received.
Loan Agreement:	Agreement expires 2 years from the effective date of the loan agreement. Draws request must be completed within the two years.
Term of Each Draw:	2 years from each effective draw date (example, draw funds is received 7/1/23, term is 7/1/23 to 6/30/25)
Interest Rate:	Each draw term interest rate is tied to the LAIF daily rate, not to exceed 4.00%
Interest Calculation:	Interest is calculated monthly
Repayment:	Borrower will pay scheduled principal and interest on the first day of each calendar month or on the first day of each calendar quarter (Jan 1st, April 1st, July 1st, Oct 1st) The first payment is due the first month or the first calendar quarter after the draw funds are received.
Default Rate:	In the event of default, the interest rate will be 7.98%

Fiscal Impact

The loan funding would be deposited into the EMS Division Enterprise account (5020) and used by the EMS Division for EMS Division related expenses and payments. The term of the loan would be for 2 years from each effective draw date (example, draw funds is received 7/1/23, term is 7/1/23 to 6/30/25). The minimum amount or each draw is \$1,000,000. The interest rate is tied to the Local Agency Investment Fund (LAIF) daily rate, not to exceed 4.00%.

**CITY OF ONTARIO
CONFIRE EMS PROGRAM
LOAN AGREEMENT**

This CITY OF ONTARIO CONFIRE EMS PROGRAM LOAN AGREEMENT (the “Agreement”) is made as of _____ 20__, by and between **CONSOLIDATED FIRE AGENCIES (“Borrower”)**, a joint powers agency, acting on behalf of its **CONFIRE EMS**, a division of the Borrower (“**EMS**”) and the **CITY OF ONTARIO**, a California municipal corporation (“**Lender**”).

R E C I T A L S

A. Borrower is a joint powers agency, was created to provide services relating to the operation of a regional public safety communication system and cooperative program of fire protection, rescue and emergency medical services system.

B. EMS is a subsidiary division of Borrower, which provides emergency medical services to Borrower’s member agencies (the “Member Agencies”).

C. Borrower has requested that the Lender extend credit to Borrower in the form of a revolving line of credit with a maximum credit limit of Twenty Million Dollars (\$20,000,000) for the purpose of providing emergency medical services and ambulance transportation services, and to fund the administrative support to commence operations, billings and collection services (the “Program”).

D. The Lender has agreed to extend credit to Borrower, subject to and in accordance with the terms and conditions of this Agreement and the other “Loan Documents” as that term is defined below.

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. Capitalized terms in this Agreement that are not defined when first used shall have the meanings set forth below:

- (a) **Advances.** The term “Advances” shall mean all funds advanced to the Borrower under the terms of this Agreement.
- (b) **Administrative Statements.** Borrower’s statements regarding administration of billing to insurance providers and federal and State agency reimbursement applications related to the Program.
- (c) **Agreement.** The term “Agreement” shall mean this Agreement, any schedules hereto, any promissory notes, and assignments required hereunder (whether executed concurrently with or prior or subsequent to the date hereof), and any concurrent or subsequent amendments,

modifications, supplements, chattel paper, extensions, or schedules to any of the foregoing.

- (d) **Authorized Officer.** The term “Authorized Officer” shall mean Executive Director of the Borrower.
- (e) **Borrower’s Books.** The term “Borrower’s Books” shall mean: (a) all of Borrower’s books and records including ledgers, records indicating, summarizing, or evidencing Borrower’s assets or liabilities related to the Program; (b) all information relating to Borrower’s business operations or financial condition related to the Program; and (c) all computer programs, disk or tape files, printouts, runs, or other computer prepared information, and the equipment containing such information related to the Program.
- (f) **Business Day.** The term “Business Day” shall mean any day which is not a Saturday, Sunday, or other day on which banks in the State of California are authorized or required to close.
- (g) **Event of Default.** The term “Event of Default” shall mean the occurrence of an event described in Section 6.1 below.
- (h) **Financial Statement(s).** The term “Financial Statement(s)” shall mean all income statements, balance sheets, statements of retained earnings or other related statements which reflect the financial worth of Borrower related to the Program.
- (i) **Loan.** The term “Loan” shall mean the aggregate of all Advances made by Lender to Borrower hereunder.
- (j) **Loan Documents.** The term “Loan Documents” shall mean, collectively, this Agreement, the Note, any other note or notes executed by Borrower to the order of Lender, and any other document, instrument and agreement executed by Borrower in connection with this Agreement.
- (k) **Maximum Credit Limit.** The term “Maximum Credit Limit” has the meaning provided in Section 2.1 below.
- (l) **Members of the Borrower.** The term “Members of the Borrower” shall mean the “Parties” as described in the Joint Powers Agreement (Third Amended and Restated) and dated March 23, 2021, by and among the Members.
- (m) **Note.** The term “Note” shall mean a promissory note delivered in connection with each draw hereunder, each in a minimum principal amount of One Million Dollars (\$1,000,000), up to the maximum

aggregate amount of Twenty Million Dollars (\$20,000,000), each executed by Borrower to the order of Lender, which will evidence Advances made to Borrower hereunder. The form of such note is attached hereto as Exhibit A.

- (n) **Obligations.** The term “Obligations” shall mean all Advances together with interest thereon, Lender’s expenses, and all other amounts payable by Borrower under the Loan Documents, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including any debt, liability, or obligation owing from Borrower to others which Lender may have obtained by assignment or otherwise, and further including all interest not paid when due and all Lender’s expenses which Borrower is required to pay or reimburse by the Loan Documents, by law or otherwise.
- (o) **Revenues.** The term “Revenues” means all billings for transport services and GMS services, which includes State and Federal reimbursement or supplemental reimbursement funds.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, to the singular include the plural, to the part include the whole, and “including” is not limiting, and “or” has the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, and exhibit references are to this Agreement unless otherwise specified.

1.3 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles (“GAAP”) as in effect from time to time. When used herein, the term “financial statements” shall include the notes and schedules thereto.

2. ADVANCES AND TERMS OF PAYMENT.

2.1 Extension of Credit. Subject to the full satisfaction of each and all of the conditions set forth in this Article II, and subject to the all other terms and conditions of this Agreement, Lender shall, upon the request of Borrower made from time to time but no later than two (2) years from _____, 2023, the effective date of this Agreement, and so long as no Event of Default has occurred and is continuing, or so long as this Agreement has not been terminated, and subject to the full satisfaction of each and all of the conditions set forth in this Agreement, make Advances to Borrower in an aggregate amount not to exceed, at any one time, the sum of the following (the “Maximum Credit Limit”): Twenty Million Dollars (\$20,000,000.00), provided through the Lender’s unrestricted funds other than the General Fund of the Lender.

2.2 Request for Advance. The Loan extended hereunder is a revolving line of credit, which means Borrower may borrow up to the maximum amounts hereunder. Borrower may take Advances in a minimum amount of One Million Dollars (\$1,000,000). Total draws cannot exceed Twenty Million (\$20,000,000). Advances, as well as directions for payment from Borrower’s

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deposit accounts maintained with Lender, must be requested in writing on behalf of Borrower by any Authorized Officer. Borrower agrees to be liable for all sums advanced in accordance with Borrower's or Borrower's authorized representative's instructions. The unpaid Advances owing hereunder, at any time, will be evidenced by a separate repayment schedule and Note to be added to this Agreement. All requests for Advances shall be received by Lender five (5) Business Days prior to the proposed date the requested Advance is to be made. Each request made to Lender for an Advance shall contain the following: (a) the aggregate principal amount of the Advance; (b) the Business Day the Borrower is requesting Lender to make the Advance, and (c) satisfaction of conditions of Section 2.13 hereof.

2.3 Authorization to Make Advances. Lender is hereby authorized to make Advances, solely from its unrestricted funds, other than the Lender's General Fund, based on a written request to Lender made by anyone purporting to be an Authorized Officer. Borrower hereby holds Lender harmless against any loss, claim, liability, cause of action, and damages arising out of Lender's reliance on such request in making an Advance hereunder.

2.4 Maturity Dates. Each Advance shall have two (2) years from the date of the effective Advance payment date (the "Closing Date") to repay the loan (the "Maturity Date"). The Final Maturity Date shall be the date which is four (4) years from _____, 2023, the effective date of this Agreement.

2.5 Security. The Loan and all other payment obligations under this Agreement and the Loan Documents will be payable from and secured by the Revenues of the Borrower.

2.6 Repayment of Note. For each Note, Borrower will pay scheduled principal and interest as follows:

- (a) the first payment due for each Advance shall be the date one year from the date of such Advance (for example, if the first draw is January 1, 2024, then the first payment shall be made on December 31, 2024); and
- (b) thereafter, on the first day of each calendar month or on the first date of each calendar quarter (January 1st, April 1st, July 1st, October 1st), as selected by the Borrower in each Advance request.

The entire Loan shall be paid in full by the Maturity Date.

2.7 Interest. Interest rate shall be determined by using the Local Agency Investment Fund (LAIF) daily effective yield rate, on each effective Closing Date. Interest on each Advance shall not exceed 4.00%.

2.8 Default Interest Rate. The interest rate after the occurrence of any Event of Default shall be calculated at the rate of 7.98% (the "Default Rate") on a monthly basis.

2.9 Insurance.

- (a) Coverage. For the duration of this Agreement, Borrower shall maintain insurance against claims for injuries to persons or damages to property

which may arise from or in connection with the Program. Coverage shall be at least as broad as:

(1) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Borrower has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

(3) **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(4) **Fidelity & Crime:** Fidelity & Crime coverage with a limit no less than \$1,000,000 including coverage for employee dishonesty and theft, disappearance and destruction of money and securities.

If the Borrower maintains broader coverage and/or higher limits than the minimums shown above, the Lender requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Borrower. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Lender.

(b) **Policies.** The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) **Additional Insured Status.** The Lender, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Borrower including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Borrower’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

(2) **Primary Coverage.** For any claims related to this contract, the Borrower’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Lender, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lender, its officers, officials, employees, or volunteers shall be excess of the Borrower’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

(3) **Umbrella or Excess Policy.** The Borrower may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (“SIRs”), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the additional insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Borrower’s primary and excess liability policies are exhausted.

(4) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Lender.

(5) **Waiver of Subrogation.** Borrower hereby grants to Lender a waiver of any right to subrogation which any insurer of said Borrower may acquire against the Lender by virtue of the payment of any loss under such insurance. Borrower agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Lender has received a waiver of subrogation endorsement from the insurer.

(6) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the Lender. The Lender may require the Borrower to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Lender. The CGL and any policies, including Excess liability policies, may not be subject to a SIR or deductible that exceeds \$25,000 unless approved in writing by Lender. Any and all deductibles and SIRs shall be the sole responsibility of Borrower or subcontractor who procured such insurance and shall not apply to the indemnified additional insured parties. The Lender may deduct from any amounts otherwise due Borrower to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the named insured. The policy must also provide that Defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. The Lender reserves the right to obtain a copy of any policies and endorsements for verification.

(7) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the Lender.

(8) **Verification of Coverage.** Borrower shall furnish the Lender with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by the Lender before the Program commences. However, failure to obtain Loan Agreement

the required documents prior to the work beginning shall not waive the Borrower's obligation to provide them. The Lender reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The Lender reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

2.10 Accounting System. Borrower at all times hereafter shall maintain a standard and modern system of accounting in accordance with GAAP, with ledger and account cards or computer tapes, disks, printouts, and records pertaining to the Program which contain information as may from time to time be requested by Lender.

2.11 Records. Borrower shall keep full and accurate accounts and records of its operations according to GAAP.

2.12 Audit. Borrower shall permit Lender, its employees or agents upon request to inspect and test Borrower's books and records for the purpose of verifying the accuracy of all information required under the terms of this Agreement or submitted pursuant to this Agreement. Pursuant to this Section, Borrower shall grant Lender complete access (including computer access) to all records in whatever form, including accounts, bank statements, delinquency reports, collection reports and litigation reports, whether in hard form or on software.

2.13 Conditions to Each Advance. Lender shall not be obligated to disburse all or any portion of the first Advance and each subsequent Advance, unless and until Borrower has fully satisfied each and all of the following conditions:

- (a) The outstanding principal balance owed on the Loan as evidenced by the Note does not at any time exceed the Maximum Credit Limit;
- (b) Borrower shall have executed and delivered to Lender an original counterpart of this Agreement and a schedule of repayment for such draw;
- (c) Borrower shall have executed and delivered to Lender an original Note for such draw;
- (d) A duly executed resolution to borrow authorizing the loan transactions and authorizing specific officers to act on behalf of the Borrower in connection with this Agreement; and
- (e) Borrower has delivered all approvals and incumbency certificates of officers of the Borrower executing any Loan Documents;
- (f) Borrower's Counsel has delivered legal opinions addressed to Lender in form and substance satisfactory to the Lender and Lender's Counsel;
- (g) Lender shall have received any and all additional documents, instruments and certificates required pursuant to this Agreement, or otherwise deemed necessary and requested by Lender.

- (h) Borrower has delivered a certificate to Lender evidencing that (i) no Event of Default has occurred, (ii) all representations, warranties, and covenants are true and correct and (iii) no material adverse change has occurred with respect to the Borrower, since the date of the most recent audited financial statements delivered to the Lender.
- (i) Borrower has paid all closing fees and expenses.

3. CONTINUING REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender as follows, each such representation and warranty to continue so long as any Obligations remain unpaid:

3.1 Organization; Authority as to Loan Documents. The Borrower is in good standing under the laws of the State, has full legal right, power and authority to enter into the Loan Documents, and to carry out and consummate all transactions contemplated by the Loan Documents, and by proper action of its legislative body has duly authorized the execution, delivery and performance of the Loan Documents. The person(s) of the Borrower executing the Loan Documents to which the Borrower is a party are fully authorized to execute the same. The Loan Documents have been duly authorized, executed and delivered by the Borrower.

3.2 Proceedings; Enforceability. Assuming due execution and delivery by the other parties thereto, the Loan Documents to which the Borrower is a party will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights against public entities in the State of California, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

3.3 No Conflicts. The execution and delivery of the Loan Documents, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not, in any material respect, conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the Joint Powers Agreement for the Borrower entered into on September 21, 1990, as subsequently amended ("JPA Agreement"), its bylaws or to the best knowledge of the Borrower, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, to which Borrower is subject, or any mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Documents or the financial condition, assets, properties or operations of the Borrower.

3.4 Litigation; Adverse Facts. Except as disclosed to Lender in writing prior to the date hereof, there is no legal action, nor is there a basis known to Borrower for any legal action, before or by any court or federal, state, municipal or other governmental authority, pending, or to the

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knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower, or its assets, properties or operations which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, the Loan Documents, upon the ability of Borrower to perform its obligations under the Loan Documents, or upon the financial condition, assets, properties or operations of the Borrower. Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Documents, the ability of Borrower to perform its obligations under the Loan Documents, or the financial condition, assets, properties or operations of the Borrower. Borrower is not (a) in violation of any applicable law, which violation materially and adversely affects or may materially and adversely affect the business, operations, assets condition (financial or otherwise) or prospects of Borrower; (b) subject to, or in default with respect to, any other legal requirements that would have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of Borrower; or (c) in default with respect to any agreement to which Borrower is a party or by which it is bound, which default would have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of Borrower; and (d) there is no legal action pending or, to the knowledge of Borrower, threatened against or affecting Borrower questioning the validity or the enforceability of this Agreement.

3.5 Agreements; Consents; Approvals. Except as contemplated by the Loan Documents, the Borrower is not a party to any agreement or instrument or subject to any restriction that would materially adversely affect the Borrower. The Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any other agreement or instrument to which it is a party or by which it is bound.

No consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the best knowledge of the Borrower and only with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except no representation is made with respect to any state securities or “blue sky” laws) is necessary in connection with the execution and delivery of the Loan Documents or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

3.6 No Bankruptcy Filing. The Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property, and the Borrower has no knowledge of any person contemplating the filing of any such petition against it. As of the Closing Date, the Borrower has the ability to pay its debts as they become due.

3.7 Full and Accurate Disclosure. No statement of fact made by the Borrower in any Loan Document contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein in light of the circumstances in which they were
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made, not misleading. There is no material fact or circumstance presently known to the Borrower that has not been disclosed to the Lender which materially and adversely affects the Program or the business, operations or financial condition or business prospects of the Borrower or the Borrower's ability to meet its obligations under this Agreement in a timely manner.

3.8 Compliance. The Borrower will comply, to the extent required, in all material respects with all applicable legal requirements. The Borrower is not in default or violation of any order, writ, injunction, decree or demand of any governmental authority, the violation of which would materially adversely affect the financial condition or business prospects or the business of the Borrower.

3.9 Contracts. All service, maintenance or repair contracts affecting the Projects have been entered into at arm's length (except for such contracts between the Borrower and the Lender) in the ordinary course of the Borrower's business and provide for the payment of fees in amounts and upon terms comparable to existing market rates.

3.10 Financial Information. All financial data, including any statements of cash flow and income and operating expense, that have been delivered to the Lender in respect of the Program by or on behalf of the Borrower, to the best knowledge of the Borrower, (a) are accurate and complete in all material respects, (b) accurately represent the financial condition of the Program as of the date of such reports, and (c) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with GAAP consistently applied throughout the periods covered, except as disclosed therein. Other than pursuant to or permitted by the Loan Documents or the Borrower organizational documents, the Borrower has no contingent liabilities, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments. Since the date of such financial statements, there has been no materially adverse change in the financial condition, operations or business of the Borrower from that set forth in said financial statements.

3.11 Federal Reserve Regulations. No part of the proceeds of the Borrower Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other regulation of such Board of Governors, or for any purpose prohibited by law or any Loan Document.

3.12 Not a Foreign Person. The Borrower is not a "foreign person" within the meaning of §1445(0)(3) of the Code.

3.13 Enforceability. The Loan Documents are not subject to, and the Borrower has not asserted, any right of rescission, set-off, counterclaim or defense, including the defense of usury.

3.14 Insurance. The Borrower has obtained the insurance required by Section 2.9 hereof and has delivered to the Lender copies of insurance policies or certificates of insurance reflecting the insurance coverages, amounts and other requirements set forth in this Agreement.

3.15 State Law Requirements. The Borrower hereby represents, covenants and agrees to comply with the provisions of all applicable state laws relating to the Loan Documents.

3.16 Fraudulent Transfer. The Borrower has not accepted the Loan or entered into any Loan Document with the actual intent to hinder, delay or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Loan Documents. The Borrower does not intend to, and does not believe that it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

3.17 Filing of Taxes. The Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed, if any, and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments, if any, payable by the Borrower.

3.18 Approval of the Loan Documents. By its execution and delivery of this Agreement, the Borrower approves the form and substance of the Loan Documents, and agrees to carry out the responsibilities and duties specified in the Loan Documents to be carried out by the Borrower. The Borrower acknowledges that (a) it understands the nature and structure of the Program, (b) it is familiar with the provisions of all of the Loan Documents and other documents and instruments relating to the financing, and (c) it has not relied on the Lender for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Loan Documents or otherwise relied on the Lender in any manner.

3.19 Other Documents. Each of the representations and warranties of Borrower contained in any of the other Loan Documents is true and correct in all material respects (or, in the case of representations or warranties contained in any of the other Loan Documents that speak as of a particular date, were true and correct in all material respects as of such date). All of such representations and warranties are incorporated herein for the benefit of Lender.

3.20 Survival of Representations and Covenants. All of the representations and warranties in the Loan Documents (i) shall survive for so long as any portion of the Obligations remains due and owing and (ii) shall be deemed to have been relied upon by the Lender notwithstanding any investigation heretofore or hereafter made by the Lender or on its or their behalf.

3.21 Reliance by Lender; Cumulative. Each warranty, representation, and agreement contained in this Agreement shall be automatically deemed repeated with each Advance and shall be conclusively presumed to have been relied on by Lender regardless of any investigation made or information possessed by Lender. The warranties, representations, and agreements set forth in this Agreement shall be cumulative and in addition to any and all other warranties, representations, and agreements which Borrower shall now or hereafter give, or cause to be given, to Lender.

3.22 No Advisory or Fiduciary Role. The Borrower acknowledges and agrees that:

- (a) the Lender has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto;

- (b) the only obligations the Lender has to the Borrower is with respect to this Agreement and the Loan Documents; and
- (c) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

4. AFFIRMATIVE COVENANTS

During the term of this Agreement, the Borrower hereby covenants and agrees with the Lender that:

4.1 Existence. The Borrower shall (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence and its material rights, (ii) continue to engage in the business presently conducted by it, and (iii) qualify to do business and remain in good standing under the laws of the State.

4.2 Litigation. The Borrower shall give prompt written notice to the Lender of any litigation, governmental proceedings or claims or investigations regarding an alleged actual violation of a state or federal law pending or, to the Borrower's knowledge, threatened against the Borrower which might materially adversely affect the Borrower's condition (financial or otherwise) or business.

4.3 Performance of Other Agreements. The Borrower shall observe and perform in all material respects each and every term to be observed or perforated by it pursuant to the terms of any agreement or instrument affecting or pertaining to the Program.

4.4 Notices. The Borrower shall promptly advise the Lender in writing of (a) any material adverse changes in the Borrower's financial condition, assets, or properties or operations, (b) any fact or circumstance affecting the Borrower or the Program that materially and adversely affects the Borrower's ability to meet its obligations hereunder or under any of the other Loan Document to which it is a party in a timely manner, or (c) the occurrence of any Event of Default of which the Borrower has knowledge.

4.5 Lender's Fees. The Borrower covenants to pay the reasonable fees and expenses of the Lender or any agents, attorneys, accountants, consultants selected by the Lender to act on its behalf in connection with this Agreement and the other Loan Documents, including, without limitation, any and all reasonable expenses incurred in connection with the making of the Loan or in connection with any litigation which may at any time be instituted involving the Loan, this Agreement, the other Loan Documents, or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of the foregoing. This obligation shall remain valid and in effect notwithstanding repayment of the Loan hereunder or termination of this Agreement.

4.6 Expenses. The Borrower shall pay all reasonable expenses incurred by the Lender in connection with the Loan, including reasonable fees and expenses of the Lender's attorneys and other consultants. The Borrower shall, upon request, promptly reimburse the Lender for all

reasonable amounts expended, advanced or incurred by the Lender to collect the Note, or to enforce the rights of the Lender under this Agreement or any other Loan Document, or to defend or assert the rights and claims of the Lender under the Loan Documents arising out of an Event of Default or with respect to the Program (by litigation or other proceedings) arising out of an Event of Default, which amounts will include all court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be reasonably incurred by the Lender in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate.

4.7 Indemnity. In addition to its other obligations hereunder, and in addition to any and all rights of reimbursement, indemnification, subrogation and other rights of Lender pursuant hereto and under law or equity, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Lender, and each of its respective officers, directors, employees, attorneys and agents (each an "Indemnified Party"), against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement (to the extent that the Borrower has consented to such settlement) and amounts paid to discharge judgments) (hereinafter, the "Liabilities") to which the Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to this Agreement and the Loan Documents in all cases except where the Lender is proven to have been guilty of gross negligence or willful misconduct. The rights of any persons to indemnity hereunder shall survive the final payment or defeasance of the Loan. The provisions of this Section shall survive the termination of this Agreement.

4.8 Notice of Default. The Borrower will advise the Lender promptly in writing of the occurrence of any Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

4.9 Information; Financial Statements and Reports; Debt Service Coverage.

(a) Borrower shall furnish or cause to be furnished to Lender:

(1) Notice of Default. As soon as possible, and in any event not later than five (5) Business Days after the occurrence of any Event of Default, a statement of an Authorized Representative of Borrower describing the details of such Event of Default and any curative action Borrower proposes to take;

(2) Financial and Administrative Statements. The Borrower shall provide to Lender monthly Financial Statements and Administrative Statements for the Lender to review, and prior to December 1, 2024, such reports shall include the Borrower's monthly report of Administrative Activities, with a separate statement of EMS activity, and after October 1, 2024, the Borrower shall include in its monthly report the number of service calls received in the previous month;

(3) Audit Reports. Promptly upon receipt thereof, copies of all reports, if any, submitted to Borrower by independent public accountants in connection with each

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annual, interim or special audit of the financial statements of Borrower made by such accountants, including the comment letter submitted by such accountants to management in connection with their annual audit;

(4) Certification of Non-Foreign Status. Promptly upon request of Lender from time to time, a Certification of Non-Foreign Status, executed on or after the date of such request by Lender;

(5) Compliance Certificates. Borrower provides a compliance certificate, in form and substance satisfactory to Lender and certified by an Authorized Borrower Representative, to the effect that Borrower is in compliance with all covenants, terms and conditions applicable to Borrower, under or pursuant to the Loan Documents and under or pursuant to any other debt owing by Borrower, and disclosing any noncompliance therewith, and any Event of Default, and describing the status of Borrower's actions to correct such noncompliance or Event of Default, as applicable; and

(6) Other Items and Information. Such other information concerning the assets, business, financial condition, operations, property, prospects and results of operations of Borrower, as Lender reasonably requests from time to time.

4.10 Continued Existence of Borrower. The Borrower shall take or cause to be taken all actions reasonably necessary to continue the Borrower's existence during the term of this Agreement, including but not limited to the addition or substitution of one or more members of the Borrower and execution of an amendment to the Borrower's JPA Agreement, to provide for the addition or substitution of such members.

5. NEGATIVE COVENANTS.

Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Obligation or other obligation of Borrower under any of the other Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly:

5.1 Assignment of Rights. Borrower shall not attempt to assign Borrower's rights under the Loan Document without the Lender's prior written consent.

5.2 Principal Place of Business. Borrower shall not change its principal place of business without providing 30 days' prior written notice of the change to the Lender.

5.3 Fiscal Year. Borrower shall not change the times of commencement or termination of its fiscal year or other accounting periods, or change its methods of accounting, other than to conform to GAAP, without written notice to the Lender.

5.4 Publicity. Borrower shall not issue any publicity release or other communication to any print, broadcast or on-line media, post any sign or in any other way identify Lender as the source of the financing provided for herein, without the prior written approval of Lender in each instance (provided that nothing herein shall prevent Borrower from identifying Lender as the source of such

financing to the extent that Borrower is required to do so by disclosure requirements applicable to public entities within the State of California).

6. DEFAULT AND REMEDIES.

6.1 Events of Default. Any one or more of the following events shall constitute an “Event of Default” by Borrower under this Agreement:

- (a) Borrower fails to pay the regularly scheduled principal or interest on the Loan when due.
- (b) Borrower fails to pay when due and payable, or when declared due and payable, any amounts payable under the Note or other Loan Documents and such amount is not paid within five (5) days after such amount is due and payable;
- (c) Borrower fails or neglects to perform, or observe when due, any term, provision, condition, covenant, warranty or representation contained in this Agreement or in any Loan Documents, or in any other present or future agreement or arrangement between Borrower and Lender, and such default shall not have been cured within fifteen (15) business days after notice thereof is given to Borrower by Lender;
- (d) Any material portion of Borrower’s assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come into the possession of any judicial officer, or any lien is filed or recorded against the assets of the Borrower by a governmental agency, or any judgment against the Borrower becomes a lien against any of the Borrower’s assets;
- (e) A voluntary or involuntary petition in bankruptcy or for reorganization or for an arrangement or any composition, readjustment, liquidation, dissolution or similar relief pursuant to the federal bankruptcy law or under similar present or future federal or state bankruptcy or insolvency law, is filed by or against Borrower, and such petition is not dismissed within sixty (60) days thereafter;
- (f) Borrower makes an assignment of all or any portion of its assets for the benefit of creditors;
- (g) Borrower is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of its business affairs;
- (h) There is a default in any material agreement to which Borrower is a party with third parties resulting in a right by such third parties to accelerate the maturity of Borrower’s indebtedness;

- (i) Any government agency files a lien or commences an action or any third party files a claim or lawsuit against Borrower in connection with a violation of state or federal environmental statutes, which claim may result in a substantial fine or penalty or the payment of damages;
- (j) Borrower suspends its business or ceases doing business as a going concern;
- (k) Failure by the Borrower to pay, when due, a final, non-appealable judgment or order over \$500,000 which shall be rendered against the Borrower and such judgment has not been vacated, discharged, satisfied or stayed by the Borrower within a period of 30 days; and
- (l) Any representation or warranty in the Loan or Loan Documents is not true when made.

6.2 Lender's Rights and Remedies. Upon the occurrence of an Event of Default, Lender may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by Borrower:

- (a) Terminate Lender's obligation to make Advances to Borrower hereunder;
- (b) Declare all of Borrower's obligations to Lender immediately due and payable, whether evidenced by the Note, by any of the other (collectively "Loan Documents") or otherwise;
- (c) Exercise such remedies against the Members of the Borrower pursuant to Section 7(d) of the Joint Powers Agreement (Third Amended and Restated) dated March 23, 2021, by and among such Members of the Borrower, up to the maximum pro rata liability described therein for each of the Members of the Borrower; and
- (d) Exercise all other rights and remedies available to Lender under the Loan Documents, at law or in equity.

6.3 Default Interest. From and after the occurrence of any Event of Default, interest shall accrue daily at the Default Interest Rate on all amounts outstanding under the Loan and shall be payable on demand.

6.4 Remedies Cumulative. Lender's rights and remedies under this Agreement, the Note, the Loan Documents, and all other agreements shall be cumulative. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any Event of Default on Borrower's part shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, election, or acquiescence by it.

7. MISCELLANEOUS.

7.1 Further Assurances. Borrower shall execute and acknowledge (if appropriate) any further documents consistent with the terms of this Agreement, including documents in recordable form, as the Lender shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

7.2 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter of this Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. A waiver of the breach of the covenants, conditions or obligations under this Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or obligations of this Agreement. Any amendment or modification to this Agreement must be in writing and executed by the appropriate authorities of Lender and Borrower.

7.3 Waiver of Jury Trial. The Lender and the Borrower shall waive their right to trial by jury; provided, however, that in the event that the waiver of jury trial is unenforceable for any reason, the parties shall be submit to judicial reference.

7.4 Governing Law; Venue. This Agreement shall be governed in accordance with the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of San Bernardino, State of California, in an appropriate municipal court in that county, or in the Federal District Court in the Central District of California.

7.5 Non-Discrimination. Borrower covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the construction, use, or enjoyment of the Program, nor shall Borrower itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation. Borrower shall comply with all applicable non-discrimination laws.

7.6 Assignment. Lender may, at its option, assign this Agreement and/or its right to receive repayment of the Loan without the consent of Borrower. In no event shall Borrower assign or transfer any portion of this Agreement without the prior express written consent of Lender, which consent may be withheld in Lender's sole and absolute discretion. No assumption of the Loan shall be permitted at any time.

7.7 Compliance With Laws. Borrower shall comply with all federal and state laws, statutes and regulations affecting the ownership of its property and the conduct of its business

7.8 Notices. All notices, consents, approvals and requests required or permitted hereunder or under any other Loan Document shall be deemed to be given and made when delivered by hand, by recognized overnight delivery service, confirmed facsimile transmission (provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as

evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day), or five (5) calendar days after deposited in the United States mail, registered or certified, postage prepaid, with return receipt requested, addressed as follows:

If to the Borrower: Consolidated Fire Agencies
1743 Miro Way
Rialto, California 92376
Attention: Executive Director
Telephone: _____

with a copy to:
(which shall not constitute
notice to Borrower) Lindsay K. Moore
Attorney at Law
Kingsley Bogard LLP
600 Coolidge Drive, Suite 160
Folsom, California 95630
Telephone: (916) 932-2500

If to the Lender: City of Ontario
303 East B Street
Ontario, California 91764
Attention: City Manager
Telephone: (909) 395-2000

and with a copy to:
(which shall not constitute
notice to Lender) Best Best & Krieger LLP
3390 University Avenue, 5th Floor
Riverside, CA 92501
Attention: Kim Byrens
Telephone: (951) 826-8273

7.9 Expenses. Borrower shall pay all expenses incurred by Lender with respect to this Agreement and the Loan.

7.10 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CONSOLIDATED FIRE AGENCIES a joint powers agency, acting on behalf of its CONFIRE EMS

Signature

Print Name

Signature

Print Name

CITY OF ONTARIO

By: _____

Its: City Manager _____

ATTEST:

City Clerk

APPROVED: City Attorney

By: _____

*-Signature Page-
City of Ontario
Confire EMS Program
Loan Agreement*

EXHIBIT A**[FORM OF NOTE]**

\$ _____
 PROMISSORY NOTE
 CONFIRE

[Date]

For value received, CONSOLIDATED FIRE AGENCIES (“CONFIRE”), a joint exercise of powers authority existing pursuant to the Section 6500 et seq. of the California Government Code (the “Borrower”), promises to pay to the CITY OF ONTARIO, at 303 East B Street, Ontario, California, the principal sum of \$ _____ Dollars (\$ _____), with interest from the date hereof on unpaid principal at the rate of _____ percent (____%) per annum, according to the Schedule of Note Payments, an Exhibit 1 hereto, and payable in full on _____, ____.

Payment of this Promissory Note by Borrower shall be limited solely to the revenues which may lawfully be pledged of the Borrower pursuant to a CITY OF ONTARIO CONFIRE EMS PROGRAM LOAN AGREEMENT, dated as of _____, 2023, between the Borrower and the City of Ontario, as lender thereunder. Payment shall be credited first on interest then due; and the remainder on principal; and the interest shall thereupon cease upon the principal so credited. Should default be made in payment of principal and interest, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due. Principal and interest is payable in lawful money of the United States.

All or any portion of the principal portion of this Promissory Note may be paid on any date without premium or penalty at the option of the Authority, by presentment of this Promissory Note with the unpaid principal portion together with interest accrued thereon to the date set for prepayment.

In the event that at any time after the date of this Promissory Note either party shall institute any action or proceeding against the other relating to the provisions of this Promissory Note, or any default hereunder, the party not prevailing in the action or proceeding shall reimburse the prevailing party for its reasonable expenses of attorney’s fees, costs and disbursements incurred on any appeal from the action or proceeding. In addition, as a separate, severable item, the prevailing party shall recover all attorney’s fees, costs and disbursements incurred in enforcing any judgment, and this provision is intended to be severable from other provisions of this Promissory Note and to survive any judgment, and it is not to be deemed to be merged into such judgment.

CONSOLIDATED FIRE AGENCIES

 Chairman of the Board of Directors of the
 Consolidated Fire Agencies

A-1

EXHIBIT 1
SCHEDULE OF NOTE PAYMENTS

Output (2)

Item 12.

Description	Year 1		
	# of trips	Gross Revenue	Net Collections
All Patient Charges			
Medicare	81,251	\$ 320,015,216	\$ 36,599,763
Medicaid	60,662	\$ 241,395,850	\$ 2,408,558
Commercial Insurance	19,105	\$ 76,079,600	\$ 64,739,487
Private Pay & Other	13,280	\$ 52,307,299	\$ 2,623,973
Subtotal - All Patient Charges	174,298	\$ 689,797,966	\$ 106,371,780
Other Revenues			
QUAF Revenue	-	\$ -	\$ -
PPIGT Revenue	40,945	\$ 45,834,360	\$ 45,834,360
All Other Revenue	-	\$ -	\$ -
Subtotal - Other Revenues	40,945	\$ 45,834,360	\$ 45,834,360
Total Net Revenues		\$	152,206,140
Operating Expenses:			
Salaries and Wages		\$	793,184
Payroll Taxes & Employee Benefits		\$	427,415
Purchased Services			
Partnership/Subcontracting		\$	107,652,970
EMS Agency Oversight and Monitoring Services		\$	1,800,000
Centralized EMD Dispatch Center		\$	976,005
Firstwatch Initial Charge		\$	100,850
Firstwatch Annual Charge		\$	17,356
ImageTrend Annual Charge		\$	180,000
Other Purchased Services		\$	419,740
Subtotal - Purchased Services		\$	111,146,921
Estimated Response Time Penalties		\$	250,000
General & Administrative		\$	21,388,315
Vehicles		\$	-
Medical Supplies / Equipment		\$	-
Other Operating Expenses		\$	-
Interest Expense		\$	600,000
Total Operating Expenses		\$	134,605,835
Income from Operations		\$	17,600,305


CONFIRE

STAFF REPORT

DATE: December 11, 2023

FROM: Nathan Cooke
Interim Director

TO: Board of Directors

SUBJECT: Reclassification of CONFIRE Positions

Recommendation

It is recommended that the CONFIRE Board of Directors (BOD) approve the reclassification of the following positions because CONFIRE has been awarded the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract.

Deputy Director- Deputy Executive Director

Chief Financial Officer- Finance/Administrative Service Director

Assistant Manager- Communications Manager

MIS Supervisor- MIS Director

Background Information

The County of San Bernadino has awarded CONFIRE the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract. In order to adhere to the provisions, set forth in the contract and to operate effectively and efficiently, CONFIRE will need to reclassify the Deputy Director- Deputy Executive Director, Chief Financial Officer- Finance/Administrative Service Director, Assistant Manager- Communications Manager, and MIS Supervisor- MIS Director.

These reclassifications are vital to the overall success of the implementation and maintenance of the ambulance contract. CONFIRE is now responsible for one of the largest ambulance contracts in California and will need to reclassify these positions so the additional duties and responsibilities will be handled.

Fiscal Impact

The (4) reclassifications will cost approximately \$650,622.71 annually. These reclassifications will be funded by the EMS Division and the revenue generated from the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract.

Here is the financial breakdown of the difference for each reclassification:

Deputy Director- Deputy Executive Director- \$420,750.00 (fully burdened)

Chief Financial Officer- Finance/Administrative Service Director- \$127,641.78 (fully burdened)

Assistant Manager- Communications Manager - \$23,263.34 (fully burdened)

MIS Supervisor- MIS Director- \$78,967.58 (fully burdened)



CONFIRE

Deputy Executive Director

SALARY RANGE

Up to \$275,000

DEFINITION:

Under the direction of the Executive Director assists with executing plans, provides direction to subordinates, and assists in the overall management of CONFIRE.

DISTINGUISHING CHARACTERISTICS:

This single position class reports to the CONFIRE Executive Director Board of Director and must have the ability to oversees the Communications Division Director, as well as the Emergency Medical Services Division Director.

This is an executive level position, requiring application of effective management practices and skills in visioning, innovation, planning, organizing, supervising and directing the activities and personnel of CONFIRE.

The Executive Deputy Director may be called upon to act as the Executive Director on an as needed basis.

EXAMPLES OF DUTIES:

Duties may include, but are not limited to:

1. Assist the Executive Director with planning, organizing, and directing the activities of all CONFIRE Divisions.

2. Assist the Executive Director in preparing an annual budget for consideration and approval by the Board of Directors and Administrative Committee.
3. Assist the Executive Director consistent with the budget adopted by the Board of Directors and Administrative Committee, shall:
 - Implement the policies of the Board of Directors
 - Provide day-to-day leadership for CONFIRE
 - Plan the short- and long-term goals for CONFIRE
 - Communicate the goals and objectives of the Board of Directors and Administrative Committee to the community
 - Establish and maintain a motivating work climate for CONFIRE employees
 - Maintain effective working relationships with all persons entitled to the services of CONFIRE
 - Facilitate constructive and harmonious relations with the Board of Directors and Administrative Committee
 - Manage the CONFIRE budget
 - As approved in the adopted budget:
 - Employ assistants and other employees deemed necessary for the proper administration of CONFIRE and the proper operation of the works of CONFIRE
 - Incur expenses and enter into contracts on behalf of CONFIRE as set forth in Board Policies 4.003 and 4.004.
4. Has secondary authority over and directs the work of all employees. This includes the power to impose appropriate discipline, up to and including termination.
5. Has secondary general charge, responsibility, and control over all property of CONFIRE.
6. May delegate authority at his/her discretion.
7. Shall be required to work during such hours as necessary to carry out the duties of the position as designated by the Executive Director. Such hours may be varied so long as the work requirements and efficient operations of CONFIRE are assured.



CONFIRE

Finance/Administration Director

SALARY RANGE

(Up to \$226,370)

DEFINITION:

Under general administrative direction of the Executive Director, manages and coordinates the diverse and complex budgetary and financial activities for CONFIRE; performs related duties as required.

DISTINGUISHING CHARACTERISTICS:

This single position class reports directly to the Executive Director and is characterized by the responsibility to develop, manage, and coordinate the financial operations and fiscal policies and procedures of the CONFIRE. It is distinguished from other financial positions in the CONFIRE by its responsibility for CONFIRE finances and the development of the CONFIRE Budget.

EXAMPLES OF DUTIES:

Duties may include, but are not limited to, the following:

1. Manage and coordinate CONFIRE fiscal operations, which include, but are not limited to, the functions of budgeting, fiscal control, accounting, purchasing, and contract administration; develop, modify, and interpret related policies and procedures and make recommendations for appropriate changes.

2. Oversee the staff and activities of the Finance/Administration Division through subordinate staff; select, train, evaluate and discipline staff; explain new policies, procedures, methods and systems; serve as a reference for substantial problems.
3. Supervise the preparation of the CONFIRE budget; assist and advise departments in the preparation of annual departmental budgets; review, analyze, and prioritize budget requests; review justifications and approve requests; and prepare the final budget package.
4. Oversee or perform economic forecasting and development of short- and long-term financing plans, methods, and sources; oversee the analysis of revenue and expenditure projections, capital projects, and financial resource management.
5. Analyze local, state, and federal programs and legislation to evaluate impact on CONFIRE finances and operations; make projections and recommendations for appropriate actions and related policies.
6. Resolve difficult problems with CONFIRE departments, member and contract agencies, and other governmental agencies.
7. Oversee the preparation of complex fiscal analysis and management reports, which provide timely statements of CONFIRE's fiscal condition to the Executive Director.
8. Initiate, develop and establish new systems to maximize revenue and maintain controls over expenditures.
9. Make presentations to the Board of Directors and the Administrative Committee and other any groups as assigned.

MINIMUM REQUIREMENTS:

Desired Qualifications: The desired qualifications include a Bachelor's degree in Public/Business Administration, Finance, Accounting, Behavioral/Social Science or other relevant field, and 5 years of governmental accounting and finance experience with administrative oversight for financial analysis, budget management, or debt administration and which includes primary responsibility for advising management and departments on budgetary and financial strategies and development of financial plans; must include at least two or more years of supervision over finance staff. A Master's degree in a qualifying field of study is preferred.



Communications Manager

(Valley or Desert Manager)

SALARY RANGE

\$76,190.40 - 110,344.00 Annually

DEFINITION:

Under the direction of the Communications Director, manages and coordinates the operations of the emergency dispatch center; performs other related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

This position requires an in-depth knowledge of the dispatch center operations and policies. Incumbents in this class demonstrate their ability to organize personnel to work towards common goals, communicate clearly in oral and written form to groups of people, and exercise the ability to listen to several different points of view and capture the essence of each. This position must share CONFIRE's goal of constantly improving the level of service provided to our member and contract agencies and the public they serve. Incumbents in this position are expected to possess a high degree of leadership, technical, and supervisory skills.

EXAMPLES OF DUTIES:

Duties may include, but are not limited to:

1. Coordinates and manages the daily operations of the fire dispatch center ensuring CONFIRE policies are followed.
2. Participates in the development and implementation of goals, objectives, policies, and priorities for the fire dispatch center.

3. Assists in maintaining the high standards necessary for the efficient and professional operation of the center.
4. Manages duty schedules to ensure minimum staffing and budgetary allocations are maintained.
5. Recommends the promotion of personnel, conducts performance evaluations, and works with employees to correct deficiencies.
6. Performs the duties of the Assistant Emergency Communications Supervisors and Emergency Services Supervising Dispatchers when necessary, including dispatching and call-taking.
7. Exercises direct supervision over the Assistant Emergency Communications Supervisors and Emergency Services Supervising Dispatchers.
8. Leads and facilitates OES mutual aid resource request ordering and coordination.
9. Facilitates and acts on all dispatch inquiries from field personnel and provide appropriate feedback to all parties.
10. Investigates complaints and take corrective action as necessary.
11. Represents CONFIRE to the community, outside agencies or other organizations.
12. Provides vacation and temporary relief as required.
13. Provides other duties as required.

MINIMUM REQUIREMENTS:

Experience: Five (5) years experience (within the last 7 years) as a manager or supervisor in an emergency communications center that is responsible for dispatching and monitoring emergency personnel to fire, law enforcement, emergency medical, and/or mutual aid situations. **--AND--**

Education: Thirty (30) semester (45 quarter) units of completed college coursework in Emergency Management, Public or Business Administration, Police, Fire Safety, or another relevant field.

Substitution: One additional year of experience may be substituted for the educational requirement; **--OR--** a relevant degree may be substituted for one year of the experience.



CONFIRE

Management Information System Director

SALARY RANGE

(Up to \$200,000)

DEFINITION:

Under general administrative direction of the Executive Director, provides direction and oversight for the Management Information System (MIS) Division, develops and manages information technology-related strategic plans, determines goals and priorities, and develops associated budgets.

DISTINGUISHING CHARACTERISTICS:

Positions in this class have the responsibility to direct and develop strategies to achieve technological goals. Incumbents report to the Executive Director. Positions in this class are characterized by continuous director responsibility, through a subordinate manager, and supervisors for a team of MIS professionals involved in providing all aspects of technology-related service; serves as a liaison for the department to member and contract agencies, and information technology providers/vendors/stakeholders.

EXAMPLES OF DUTIES:

Duties may include, but are not limited to, the following:

1. Directs the MIS Division and determines priorities and budgets on strategic projects; determines staffing needs and the organizational structure of the unit as it relates to the MIS needs of CONFIRE.

2. Prepares and signs work performance evaluations; undertakes responsibility for hiring and disciplinary actions; ensures training.
3. Develops technology strategies to help achieve business goals and priorities; performs or directs information technology analysis; makes recommendations on the department's infrastructure; analyzes and evaluates current and future IT needs of the department.
4. Prepares and monitors the technology budget for the department's IT needs; identifies and recommends equipment, systems, and staffing needs.
5. Performs other duties as required.

MINIMUM REQUIREMENTS:

Desired Qualifications: The MIS Director will have outstanding leadership qualities that encourage strength, stability and credibility of the team, demonstrating a strong focus on improving and enhancing customer service. This ideal candidate will have prior management experience in a complex MIS/IT environment, preferably within a public safety organization, having elevated the organization to greater technology enhancements to better support core functions and improve service delivery. The successful MIS Director chosen to lead this fast-paced and robust environment will convey an outstanding technological vision while providing hands-on leadership to successfully guide CONFIRE MIS to greater achievements through a collaborative approach in decision-making and problem solving techniques.

Output (2)

Item 13.

Description	Year 1		
	# of trips	Gross Revenue	Net Collections
All Patient Charges			
Medicare	81,251	\$ 320,015,216	\$ 36,599,763
Medicaid	60,662	\$ 241,395,850	\$ 2,408,558
Commercial Insurance	19,105	\$ 76,079,600	\$ 64,739,487
Private Pay & Other	13,280	\$ 52,307,299	\$ 2,623,973
Subtotal - All Patient Charges	174,298	\$ 689,797,966	\$ 106,371,780
Other Revenues			
QUAF Revenue	-	\$ -	\$ -
PPIGT Revenue	40,945	\$ 45,834,360	\$ 45,834,360
All Other Revenue	-	\$ -	\$ -
Subtotal - Other Revenues	40,945	\$ 45,834,360	\$ 45,834,360
Total Net Revenues		\$	152,206,140
Operating Expenses:			
Salaries and Wages		\$	793,184
Payroll Taxes & Employee Benefits		\$	427,415
Purchased Services			
Partnership/Subcontracting		\$	107,652,970
EMS Agency Oversight and Monitoring Services		\$	1,800,000
Centralized EMD Dispatch Center		\$	976,005
Firstwatch Initial Charge		\$	100,850
Firstwatch Annual Charge		\$	17,356
ImageTrend Annual Charge		\$	180,000
Other Purchased Services		\$	419,740
Subtotal - Purchased Services		\$	111,146,921
Estimated Response Time Penalties		\$	250,000
General & Administrative		\$	21,388,315
Vehicles		\$	-
Medical Supplies / Equipment		\$	-
Other Operating Expenses		\$	-
Interest Expense		\$	600,000
Total Operating Expenses		\$	134,605,835
Income from Operations		\$	17,600,305

**CONFIRE****STAFF REPORT****DATE: December 11, 2023****FROM: Nathan Cooke
Interim Director****TO: Board of Directors**

SUBJECT: Additional CONFIRE Positions

Recommendation

It is recommended that the CONFIRE Board of Directors (BOD) approve the addition of the following positions to CONFIRE because CONFIRE was awarded the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract:

Executive Director

Purchasing/Buyer

Clerk of the Board of Directors

Emergency Medical Dispatch Coordinator

Fiscal/Budget/ Contract Manager

Executive Assistant

Background Information

The County of San Bernadino has awarded CONFIRE the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract. In order to adhere to the provisions, set forth in the contract, and to operate effectively and efficiently, CONFIRE will need to add an Executive Director, Purchasing Buyer, Clerk of the Board of Directors, Emergency Medical Dispatch Coordinator, Fiscal/Budget/Contract Manager, and an Executive Assistant.

This additional positions are vital to the overall success of the implementation and maintenance of the ambulance contract. CONFIRE will is now responsible for one of the largest ambulance contracts in California and will need additional personnel to take on the additional duties and responsibilities accordingly.

Fiscal Impact

The (6) additional positions will cost approximately \$1,433,605.10 annually. These positions will be funded by the EMS Division and the revenue generated from the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract.

The following is the financial breakdown of each position:

Executive Director-\$535,500.00 (fully encumbered)

Purchasing Buyer-\$116,507.10 (fully encumbered)

Clerk of the Board of Directors- \$301,914.29 (fully encumbered)

Emergency Medical Dispatch Coordinator- \$131,146.70 (fully encumbered)

Fiscal/Budget/ Contract Manager- \$175,000.18 (fully encumbered)

Executive Assistant- \$173,536.27 (fully encumbered)



CONFIRE

Executive Director

SALARY RANGE

(Up to \$350,000)

DEFINITION:

Under the direction of the Board of Directors and Administrative Committee, plans, directs, and manages CONFIRE.

DISTINGUISHING CHARACTERISTICS:

This single position class reports to the CONFIRE Board of Directors and Administrative Committee, and oversees CONFIRE's Communications Division, Management Information System Division, Finance/Administration Division, Emergency Medical Services Division, and the Clerk of the Board.

This is an executive director level position, requiring application of effective management practices and skills in visioning, innovation, planning, organizing, supervising and directing the activities and personnel of CONFIRE.

EXAMPLES OF DUTIES:

Duties may include, but are not limited to:

1. Plans, organizes, and directs the activities of all CONFIRE Divisions.
2. Prepare an annual budget for consideration and approval by the Board of Directors and Administrative Committee.
3. Consistent with the budget adopted by the Board of Directors and Administrative Committee, shall:
 - Implement the policies of the Board of Directors

- Provide day-to-day leadership for CONFIRE
- Plan the short- and long-term goals for CONFIRE
- Communicate the goals and objectives of the Board of Directors and Administrative Committee to the community
- Establish and maintain a motivating work climate for CONFIRE employees
- Maintain effective working relationships with all persons entitled to the services of CONFIRE
- Facilitate constructive and harmonious relations with the Board of Directors and Administrative Committee
- Manage the CONFIRE budget
- As approved in the adopted budget:
 - Employ assistants and other employees deemed necessary for the proper administration of CONFIRE and the proper operation of the works of CONFIRE
 - Incur expenses and enter into contracts on behalf of CONFIRE as set forth in Board Policies 4.003 and 4.004.

4. Has authority over and directs the work of all employees. This includes the power to impose appropriate discipline, up to and including termination.

5. Has general charge, responsibility, and control over all property of CONFIRE.

6. May delegate authority at his/her discretion.

7. Shall be required to work during such hours as necessary to carry out the duties of the position as designated by Board of Directors and Administrative Committee. Such hours may be varied so long as the work requirements and efficient operations of CONFIRE are assured.



CONFIRE

Purchasing Agent/Buyer

SALARY RANGE

\$52,561.60 - \$76,148.80 Annually

DEFINITION:

The Buyer is involved in the purchasing of materials, supplies, equipment, and services for use by the Special Districts departments and districts; performs related duties as required.

DISTINGUISHING CHARACTERISTICS:

Incumbents in this class purchase specific and routine lines of commodities.

EXAMPLES OF DUTIES:

Duties may include but are not limited to:

1. Purchases commodities and services for CONFIRE.
2. Reviews requisitions for completeness as assigned; groups items to facilitate bids on larger quantities; researches and confers with departmental representatives regarding the intended use of commodity, desired specifications, sources of supply, quality, and price.
3. Obtains bids by telephone, letter, personal contact, or formal bid process; prepares specifications according to user needs and requirements; maintains and updates standardized specifications for established and routine commodities; enforces compliance of CONFIRE's Contract Compliance, Policies, and others as adopted by the Board of Directors and the Administrative Committee.
4. Obtains product information from sales representatives to evaluate performance and quality; may conduct on-site visits to determine vendor capabilities; reviews products through trade publications.

5. Reviews bids for price, acceptability in relation to specifications, and conformance to departmental procedure and policy; tabulates and examines bid information to determine the best qualified low bid; makes awards as established by departmental guidelines.
6. Resolves routine problems such as damaged goods, delivery delays, incorrect merchandise, billing and payment errors.
7. Notifies department of new products and arranges for samples and demonstrations from vendors.
8. Enforces compliance with contracts and specifications; negotiates terms and conditions and acceptability of service such as delivery times and destination, shipping and freight prices, and discounts.
9. Assists in conducting auctions for the sale of surplus department equipment, automobiles, and goods.
10. May authorize emergency purchases.
11. Prepares necessary documents and reports.
12. Provides vacation and temporary relief as required.
13. Provides additional duties as required.

MINIMUM REQUIREMENTS:

Preferred: Thirty semester (45 quarter) units of completed college coursework in business or public administration, economics, accounting, finance, or a closely related field.

Two (2) years of full-time experience reviewing vendor bids and purchasing supplies, equipment, and service.

Substitution: An additional year of qualifying experience may be substituted for one-half of the required education.



Clerk of the Board

SALARY RANGE

\$139,068.80 - \$197,329.60 Annually

DEFINITION:

Under general administrative direction of the Board of Directors and the Administrative Committee, plans, develops, and directs the overall activities of the Clerk of the Board; performs various functions and administrative duties for the Board and Administrative Committee; performs related duties as required.

DISTINGUISHING CHARACTERISTICS:

This is a single position class characterized by its department head status and full responsibility to coordinate all CONFIRE business being reviewed by the Board of Directors; to record and execute official actions of the Board of Directors and the Administrative Committee, other boards, and commissions; and to establish department policy.

EXAMPLES OF DUTIES:

Duties may include, but are not limited to, the following:

1. Plans, organizes, and directs the activities of the Clerk of the Board of Directors and the Administrative Committee; evaluates subordinate staff; reviews and approves personnel actions.
2. Establishes and enforces policies and procedures related to the administration and daily operation of the Clerk of the Board of Directors and the Administrative Committee.
3. Directs the preparation of and reviews the annual budget; ensures that fiscal controls are established and maintained.
4. Records and/or directs the recordation of the official minutes of all the Board of Directors and the Administrative Committee proceedings; directs the staff to execute and distribute the directives of Board of

Directors and the Administrative Committee; oversees the file maintenance of Board of Directors and the Administrative Committee

5. Directs the preparation, scheduling, and distribution of the Board of Directors and the Administrative Committee Agendas, the Fair Statement of Proceedings, hearing notices, ordinances, and other matters requiring publication.

6. Receives and reviews inquiries and complaints directed to the Board of Directors and the Administrative Committee from the general public and media; resolves personally or makes appropriate referrals.

8. Ensures close coordination with Board of Directors and the Administrative Committee, member agencies, CONFIRE Counsel, and other departments engaged in executing Board of Directors and the Administrative Committee orders.

9. Prepares correspondence and reports.

10. Provides vacation and temporary relief as required.

DRAFT



Emergency Medical Dispatch Coordinator

SALARY RANGE

\$62,379.20 - \$85,716.80 Annually

Summary:

Under general direction of the ECNS Manager, the EMD Coordinator is responsible for developing functional guidelines and quality of dispatch practice through the management of the CONFIRE emergency medical dispatch (EMD) program and through the leadership, direct supervision, training, and evaluation of the CONFIRE EMD Team. Represents CONFIRE to the International Academies of Emergency Dispatch, local and regional committees, surrounding dispatch centers, regulatory bodies, and other related agencies.

Essential Duties and Responsibilities:

- Oversight of the CONFIRE EMD Program
- Management of the re-accreditation of the EMD Center
- Responsible for the development and oversight of the quality assurance/quality improvement (QA/QI) activities
- Development of the entry-level selection criteria for hiring emergency medical dispatchers
- Orientation of new emergency medical dispatchers
- Development of QA/QI mechanisms, management strategies, and organizational structures for use within a comprehensive emergency medical dispatch system
- Performance evaluation as a component of a comprehensive and ongoing quality assurance and risk management program for an emergency medical dispatch system

- Work closely with the Medical Director and EMS Leadership to develop innovative education programs for the EMD Dispatchers to address issues identified through QA/QI process.
- Development and provision of continuing dispatch education activities for the emergency medical dispatcher
- Requirements for initial certification and recertification of the emergency medical dispatcher
- Provision for comparative analysis between different EMD program approached available to the EMS community that conform to established EMD practice standards prior to implementation of an emergency medical dispatch program; and
- Ensure compliance with International Academies of Emergency Dispatch policies
- Ensure Record Keeping
- Perform other duties as assigned

Knowledge, Skills, and Ability:

- Work requires professional written and verbal communication and interpersonal skills.
- Ability to motivate personnel and simultaneously manage several projects.
- Thoroughly understand California Title 22 and procedures related to EMD programs and continuing education.
- Exercising judgment, dexterity, and physical coordination
- Planning, coordinating, and scheduling all EMD programs and continuing education classes.
- Preparing clear and concise reports, documents, and records

**CONFIRE**

Fiscal/Budget/Contract Manager

SALARY RANGE

\$83,096.00 - \$114,379.20 Annually

DEFINITION:

Under general direction, assists in the planning, directing, and managing of the fiscal division.

DISTINGUISHING CHARACTERISTICS:

Positions in this class manage and oversee, through subordinate supervisors, the fiscal services section. Positions in this class report to the Finance/Administration Director.

EXAMPLES OF DUTIES:

Duties may include, but are not limited to, the following:

1. Manages and oversees the fiscal, analytical, grants, and payroll activities, including budgetary process, fiscal control, accounting, collections, and payroll.
2. Supervises and directs a subordinate staff; evaluates work; hires, approves step advances and recommends disciplinary actions as required.
3. Prepares, or oversees the preparation of, detailed studies regarding department and division budgets; analyzes budget requests; prepares justifications for the denial or recommendation of budgetary proposals; maintains continuing review of budget expenditures; reviews requests for non-budgeted items; recommends appropriate action in response to budget variances.
4. Performs difficult analytical studies of organizational structures, systems, procedures, policies and practices; proposes new administrative policies and procedures; coordinates the implementation of adopted recommendations.

5. Analyzes proposed and existing legislation and interprets implications on operations and costs; assists in the development of legislative recommendations and other appropriate actions.
6. Assists in preparing, negotiating, developing and monitoring grants and contracts designed to provide specific services to the organization, assuring delivery of services and compliance with all contract/grant terms.
7. Prepares written reports and correspondence on a variety of administrative fiscal and budget items.
8. May attend and participate in meetings with elected or appointed officials to answer questions on specific budget or administrative items.
9. Provides other duties, and vacation and temporary relief, as required.

DRAFT



CONFIRE

Executive Assistant

SALARY RANGE

\$79,684.80 - \$113,422.40 Annually

DEFINITION:

Under direction, serves as the Executive Assistant to the Executive Director; provides a full range of administrative and clerical duties that vary in complexity from receiving phone calls and scheduling appointments to managing highly sensitive and often complex projects and activities; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

This is a single class position characterized by having administrative responsibilities to relieve the Executive Director of routine, and clerical details. The incumbent performs complex and highly responsible administrative and clerical work requiring independent judgment and action, and interpretation of policy and administrative regulations. This Executive Assistant is distinguished from other administrative assistant positions in that sensitive, Confire matter and confidential issues are exclusively and routinely handled by this position. Incumbents are required to properly deal with sensitive and confidential information and must exercise the highest level of judgment, discretion, sensitivity, diplomacy, and tact.

EXAMPLES OF DUTIES:

Duties may include, but are not limited to:

1. Researches, compiles, and organizes information for use by the Executive Director in the completion of reports, recommendations, and special projects; answers substantial amounts of correspondence independently and interprets Confire policy on various issues; composes correspondence and other materials for Executive Director's signature.
2. Monitors and coordinates information of specific projects, plans and activities initiated by the Executive Director. This includes monitoring of scheduled due dates and recommending necessary action regarding deadlines.

3. Works directly with the Executive Director, Confire leadership team, Confire Agencies, budget analysts, and the Clerk of the Board to process and coordinate the agenda for presentation to the Board of Directors and Administrative Committee.
4. Reviews documents to be placed on the Board and Admin agendas, checking for proper wording of requests; prepares Board and Admin meeting notices and agendas, and identifies the types of actions required; reviews a variety of reports, forms, and records for accuracy, completeness, and compliance with applicable policies.
5. Compiles, summarizes, and oversees the duplication of information and documents for meetings and may attend meetings to prepare a general record of activities or verbatim reports; takes minutes, and verifies accuracy and completeness of forms and other action documents that require Executive Director review and approval.
6. Arranges meetings for the Executive Director and ensures that notifications are made, the agenda is prepared and distributed, and the location is reserved; schedules appointments and speaking engagements.
7. Screens telephone calls, public counter inquiries, and mail; ensures that inquiries are promptly answered or referred to appropriate sources.
8. Supervises or oversees support staff and department aides; reviews work and prepares work performance evaluations.
9. Relieves administrative staff of routine personnel, budget, space utilization, and purchasing tasks.
10. Answers routine, difficult, and hard-to-handle inquiries from all Confire agencies and the public regarding Confire, involving searching for and summarizing technical data, laws, policies, or procedures.
11. Gives information to the public or interdepartmental representatives in situations where judgment and interpretation of departmental policies and regulations are required; gathers and summarizes data on a wide range of subjects requiring knowledge of the functions, services, and operations of Confire.
12. Performs complex clerical work requiring the application of laws, policies, procedures, and specialized terminology; prepares and processes materials which require the review of complex source material and a thorough familiarity with policies, procedures, terminology, and various applicable laws in order to obtain the necessary data.
13. Sets up and maintains complex filing systems of confidential or administrative materials; organizes and maintains office files, records, and indexing systems.
14. May attend meetings and conferences to assist the Executive Director in the presentation and gathering of information; makes travel arrangements and lodging reservations.
15. Maintains time and expense records and submits claims and time reports; may take and transcribe dictation.
16. Provides vacation and temporary relief as required.

Output (2)

Item 14.

Description	Year 1		
	# of trips	Gross Revenue	Net Collections
All Patient Charges			
Medicare	81,251	\$ 320,015,216	\$ 36,599,763
Medicaid	60,662	\$ 241,395,850	\$ 2,408,558
Commercial Insurance	19,105	\$ 76,079,600	\$ 64,739,487
Private Pay & Other	13,280	\$ 52,307,299	\$ 2,623,973
Subtotal - All Patient Charges	174,298	\$ 689,797,966	\$ 106,371,780
Other Revenues			
QUAF Revenue	-	\$ -	\$ -
PPIGT Revenue	40,945	\$ 45,834,360	\$ 45,834,360
All Other Revenue	-	\$ -	\$ -
Subtotal - Other Revenues	40,945	\$ 45,834,360	\$ 45,834,360
Total Net Revenues		\$	152,206,140
Operating Expenses:			
Salaries and Wages		\$	793,184
Payroll Taxes & Employee Benefits		\$	427,415
Purchased Services			
Partnership/Subcontracting		\$	107,652,970
EMS Agency Oversight and Monitoring Services		\$	1,800,000
Centralized EMD Dispatch Center		\$	976,005
Firstwatch Initial Charge		\$	100,850
Firstwatch Annual Charge		\$	17,356
ImageTrend Annual Charge		\$	180,000
Other Purchased Services		\$	419,740
Subtotal - Purchased Services		\$	111,146,921
Estimated Response Time Penalties		\$	250,000
General & Administrative		\$	21,388,315
Vehicles		\$	-
Medical Supplies / Equipment		\$	-
Other Operating Expenses		\$	-
Interest Expense		\$	600,000
Total Operating Expenses		\$	134,605,835
Income from Operations		\$	17,600,305

**CONFIRE****STAFF REPORT****DATE: December 11, 2023****FROM: Nathan Cooke
Interim Director****TO: Board of Directors**

SUBJECT: CONFIRE Governance Sub-Committee

Recommendation

It is recommended that the CONFIRE Board of Directors (BOD) appoint an ad hoc sub-committee, that includes members of the Board of Directors and the CONFIRE Administrative Committee, to discuss and explore options related to the possibility of restructuring the governance of CONFIRE.

It is recommended that the sub-committee appoint a chairperson and be referred to as the CONFIRE Governance Sub-Committee.

Background Information

CONFIRE's governance model was codified on September 21, 1990. The CONFIRE Joint Powers Agreement established that the agency shall be governed by a Board of Directors and an Administrative Committee. The agreement dictates that the Board of Directors shall consist of one elected official appointed by the legislative body of each Party. It also dictates that the Administrative Committee shall consist of the Fire Chief of each Party.

CONFIRE is comprised of many local government agencies that have distinctive differences in size, location, complexities, and services that create unique challenges and also offer novel solutions.

Over the past thirty years, CONFIRE has grown immensely and has expanded its scope of services. These significant changes have highlighted the need to ensure that CONFIRE's governance model remains relevant, updated and follows best practices that are in line with industry standards.

As CONFIRE continues to expand its scope, reach, and services provided, it is imperative that the governance model is equipped to handle the current and future load. This can only be achieved through exploration and research that would likely entail in-depth analysis.

Fiscal Impact

There is no fiscal impact.

JOINT POWERS AGREEMENT
(Third Amended and Restated)

This Joint Powers Agreement (“Agreement”) is by and between the public entities listed in **Exhibit A** (individually, a “Party,” and collectively, the “Parties”).

This Agreement is made and entered into **as of March 23, 2021** (“Effective Date”).

RECITALS

1. **Prior Agreements.** As authorized by Section 6500 of the Government Code, the Parties previously entered into a joint powers agreement relating to the operation of the Consolidated Fire Agencies (the “Existing Agreement”). The joint powers agreement was:
 - a. Effective on September 21, 1990; and
 - b. Amended on September 3, 2013 and September 17, 2013, and amended again on September 10, 2019.
2. **Desire to Amend.** The Parties desire to amend the Existing Agreement.

AGREEMENT

1. **Amendment and Restatement.** This Third Amended and Restated Agreement shall, on the Effective Date, supersede and replace the Existing Agreement.
2. **Agency Established.**
 - a. Pursuant to Section 6500 et seq. of the Government Code, the legislative body of each Party hereby authorizes, by entry into this Agreement, the joint exercise of powers common to the Parties to further the Purpose, defined below.
 - b. This joint exercise of powers shall be conducted by an agency or entity that is separate from the Parties to the Agreement and responsible for the administration of the Agreement.
 - c. The name of that agency or entity created by this Agreement is:

Consolidated Fire Agencies (“CONFIRE”).
3. **Purpose and Method.**
 - a. The purpose of CONFIRE and this Agreement is, for the benefit of those persons served by the Parties and those persons served by other agencies who contract with CONFIRE for services, to engage in any lawful act or activity that arises out of or relates to the operation of a regional public safety communication system and cooperative program of fire protection, rescue and emergency medical services system (the “Purpose”).

- b. By way of illustration and not by limitation, the Purpose includes:
- (1) the provision of hardware, software, services, and other items necessary and appropriate for the establishment, operation, and maintenance of a regional public safety communications system; and
 - (2) a cooperative program for dispatch of fire and emergency medical services and related functions for the mutual benefit of the members of CONFIRE; and
 - (3) the provision of such services on a contract basis to other governmental agencies and private entities; and
 - (4) the provision of a forum for discussion, study, development and implementation of recommendations of mutual interest regarding public safety, communications, operations and related matters within Parties and contracting agencies.
- c. The method by which the Purpose will be accomplished is any lawful act that arises out of or relates to the Purpose.

4. **Powers of CONFIRE.** CONFIRE shall have:

- a. All of the powers common to the Parties necessary or appropriate to the Purpose except the power of eminent domain (“Powers”).
- b. The Powers include, by way of illustration and not by limitation, the following:
 - (1) To sue and be sued;
 - (2) To acquire, hold, dispose of, convey and encumber the property, real and personal, and to create a leasehold interest in the property for the benefit of the Parties;
 - (3) To appoint and employ necessary employees, to define their qualifications and duties, and to provide a pay schedule for performance of their duties;
 - (4) To employ counsel;
 - (5) To enter into and perform all necessary contracts;
 - (6) To adopt a seal and alter it at its pleasure;
 - (7) To issue revenue bonds pursuant to Government Code section 6540, et seq.; and

- (8) To apply for, receive and disburse grants, loans, or other funds from any private or public entity.

5. Restriction on Manner of Exercise of Powers of CONFIRE. The Powers of CONFIRE, such as the powers of CONFIRE relating to bidding, contracting, and procurement, are subject to the restrictions upon the manner of exercising the Powers of the “Restriction Designee” designated below:

- a. By default, San Bernardino County Fire Protection District is the Restriction Designee.
- b. Should San Bernardino County Fire Protection District withdraw or otherwise cease to be a Party to this Agreement, the Restriction Designee shall be Rancho Cucamonga Fire Protection District.
- c. Should both San Bernardino County Fire Protection District and Rancho Cucamonga Fire Protection District withdraw or otherwise cease to be a Party to this Agreement, the Restriction Designee shall be Chino Valley Fire District.
- d. Should San Bernardino County Fire Protection District, Rancho Cucamonga Fire Protection District, and Chino Valley Fire District, withdraw or otherwise cease to be a Party to this Agreement, the Restriction Designee shall be the remaining Party that is first in alphabetical order.

6. Governance. CONFIRE shall be governed by a Board of Directors and an Administrative Committee.

a. Board of Directors.

- (1) CONFIRE shall have a “Board of Directors,” which is hereby established and governed by the Brown Act.
- (2) The Board of Directors shall consist of one elected official appointed by the legislative body of each Party.
- (3) The legislative body of each Party shall designate in writing to CONFIRE its primary and alternate elected official to serve on the Board of Directors.
- (4) The Board of Directors is responsible for:
 - (a) the appointment of a treasurer;
 - (b) the appointment of an auditor;
 - (c) providing recommendations to the governing bodies of the Parties regarding the addition of new parties to this Agreement; and
 - (d) approval of the annual budget and assessment schedule of CONFIRE.

- (5) The Board of Directors may establish rules governing its own conduct and procedure, including Board Bylaws and Policies that are consistent with this Agreement
- (6) A quorum for the transaction of all business by the Board of Directors shall exist when a simple-majority (50.1%) of the members are present. (or is lawfully present via teleconference).
- (7) No one serving on the Board of Directors shall receive any salary or compensation from CONFIRE.
- (8) At its annual organizational meeting, the Board of Directors shall:
 - (a) select one (1) of its Directors to serve as Chairperson of the Board of Directors and one Director to serve as the Vice Chairperson of the Board until the next annual meeting; and
 - (b) establish a regular meeting schedule for the coming year. Unless waived by the Board of Directors, the Board of Directors shall schedule at least two (2) regular meetings per year.

b. Administrative Committee. The purpose of the Administrative Committee is to meet regularly with the CONFIRE Director (and his/her staff) to provide advice, direction and consent on matters related to operations and administration.

- (1) CONFIRE shall have an “Administrative Committee,” which is hereby established and governed by the Brown Act
- (2) The Administrative Committee shall consist of the Fire Chief of each Party.
- (3) The legislative body of each Party shall designate in writing to CONFIRE its primary, and one (1) alternate individual, to serve on the Administrative Committee.
- (4) At its annual organizational meeting, the Administrative Committee shall:
 - (a) select one (1) of its Chiefs to serve as Chairperson of the Administrative Committee and one Chief to serve as the Vice Chairperson of the Administrative Committee until the next annual meeting; and
 - (b) establish a regular meeting schedule for the coming year.
- (5) The Administrative Committee is responsible for all matters relating to the conduct of CONFIRE as delegated by the Board of Directors.

- (6) The Administrative Committee may establish rules governing its own conduct and procedure.
- (7) A quorum for the transaction of all business by the Administrative Committee shall exist when two-thirds of the members are present (or is lawfully present via teleconference).
- (8) No one serving on the Administrative Committee shall receive any salary or compensation from CONFIRE.
- (9) Policies. The Administrative Committee may establish policies to govern the affairs of CONFIRE that are consistent with this Agreement and applicable law.
- (10) Subsidiary Committees.
 - (a) The Administrative Committee may establish subsidiary committees as it deems fit to:
 - (i) Exercise authority lawfully delegated by the Administrative Committee
 - (ii) Provide advisory recommendations to the Board of Directors or the Administrative Committee.
- (11) Except for those powers expressly reserved to the Board of Directors under this Agreement, the Administrative Committee has all express or implied powers which are consistent with applicable law and this Agreement.

c. Voting.

- (1) Board of Directors
 - (a) Each member of the Board of Directors shall cast one vote.
 - (b) A vote may only be cast by that Party's director (primary or alternate) who is physically present (or is lawfully present via teleconference).
- (2) Administrative Committee
 - (a) A member of the Administrative Committee, shall cast weighted votes set annually, effective July 1 based upon the dispatch incidents in the preceding Calendar Year as follows:
 - (i) A Party that had at least 50% of the dispatch incidents in the preceding Calendar Year, four (4) votes.

- (ii) A Party that had between 15% and 49.9% of the dispatch incidents in the preceding Calendar Year, two (2) votes.
- (iii) All other Parties, one (1) vote.

All transactions of business shall require a majority of eligible votes which may be different than the number of Parties.

Example: Based on eight agencies, if an agency has 50% of the dispatch incidents, they are entitled to four votes, and the remaining agencies are entitled to one vote, the number of eligible votes would be a total of eleven. In this case six votes would be required for a majority.

- (iv) In the event that all agencies are not represented (i.e. full quorum), no two agencies shall be able to authorize the transaction of business on behalf of CONFIRE. If two agencies represent a majority of eligible votes and are the only two agencies voting to authorize action, the Board of Directors shall convene a meeting to consider the proposed action.
- (b) A vote (weighted vote) may only be cast by that Party's Administrative Committee representative (primary or alternate) who is physically present (or is lawfully present via teleconference).
- (c) If a merger of a member agency takes place with another member or contract agency that party shall cast weighted vote/votes according to the criteria noted in Section 6.C.2 above.
- (d) Should the number of Parties decline due to withdrawal, involuntary termination, merger etc. the percentages noted in Section 6.C.2 shall be revisited so that no two members becomes a super majority.

d. Vacancies.

A vacancy shall immediately occur in the office of any director of the Board of Directors, or member of the Administrative Committee, upon the resignation or death of such person holding such office, or upon his/her ceasing to be an officer or employee of the Party that appointed him or her.

7. Fiscal Contributions.

a. Dispatch and Dispatch-Related Services.

- (1) Each Party shall pay its pro-rata share of all capital, operating, and related costs of CONFIRE that benefit all Parties (Universal Service).

- (2) Pro-rata share shall be calculated in the following manner:

All dispatched incidents originating in a Party's respective jurisdiction over the immediately preceding one (1) calendar year

divided by

All dispatched incidents dispatched by CONFIRE over the immediately preceding one (1) calendar year.

- b. Additional Services.** A Party or Parties shall pay for any additional services that are received or requested by the Party or Parties if those additional services (seat-based) are not also deemed by the Administrative Committee as a Universal Service, of general benefit to CONFIRE and made available to all Parties. Additional services shall be provided by CONFIRE at rates to be determined by the Administrative Committee.
- c. Other Costs and Expenses.** The Parties recognize that, from time-to-time, CONFIRE may incur costs and expenses which are not directly related to the provision of services to Parties. In addition to the payments specified in Sections 7.a and 7.b above, each Party shall pay its pro-rata share of such costs and expenses upon approval by the Administrative Committee.
- d. Ongoing Financial Obligations.** Each Party is responsible for its pro-rata share of any obligation which was incurred at a time when that entity was a Party. This shall include, by way of illustration and not limitation: long-term debt and multi-fiscal-year debt related to the above described Services, Costs and Expenses.
- (1) Pro-rata share shall be in the same proportion as that entity's pro-rata share determined pursuant to Section 7.a.2 of the Agreement.
- (2) The pro-rata obligation of each Party is immediately binding on the Party at the time the obligation is incurred.
- e. Billing.**
- (1) CONFIRE shall bill each Party for its Fiscal Contributions quarterly, unless a request is made and approved for bi-annual billing. The Parties shall pay the bill within sixty (60) days of receipt.
- (2) Any Party whose bill has not been paid within sixty (60) days may be deemed by CONFIRE to be in default and required to pay interest on the unpaid balance, not to exceed one (1) percent per month ("Defaulting Party").
- (3) CONFIRE has the power, at its option, to take the following action against a Defaulting Party:

- (i) commence an action in its own name against the Defaulting Party to recover the amount of the obligation due to CONFIRE hereunder; or
- (ii) suspend the voting rights of the Defaulting Party until all Fiscal Contributions have been paid; or
- (iii) involuntarily terminate the Defaulting Party as set forth in Paragraph 12, below.

8. Accountability and Audits. CONFIRE shall be strictly accountable for all funds and shall report all receipts and disbursements, as required by Government Code section 6505.

- a. Pursuant to Section 6505.6 of the Government Code, the Board of Directors may designate a CONFIRE employee as treasurer and auditor of CONFIRE as set forth in Section 6505.5.
- b. The CONFIRE treasurer and auditor shall perform the duties set forth in Section 6505 of the Government Code.
- c. The CONFIRE treasurer and auditor shall cause an independent audit of CONFIRE to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Government Code.

9. Indemnification.

- a. To the furthest extent permitted by law, each Party, including CONFIRE, hereby agrees to defend, indemnify, and hold CONFIRE and the other Parties, and their respective officials, officers, agents, employees, and volunteers free and harmless from any and all liability or claims for personal injury, death, and property damage to the extent that it may arise from the indemnifying party's breach of this Agreement or negligent or otherwise tortious acts or omissions.
- b. CONFIRE and each Party shall procure and maintain their own general liability, auto, professional, and worker's compensation policies with limits set out in **Exhibit B**, as amended from time to time by the Board of Directors, attached hereto and incorporated herein by reference. To the extent that CONFIRE or any Party does not have an employee, workers compensation coverage shall not be required. CONFIRE and each Party may satisfy the insurance requirement set forth herein with an adequate self-insurance program or participation in a public agency insurance pool.

10. Force Majeure. Neither CONFIRE nor any of the Parties shall be held responsible or liable to any other Party or CONFIRE for any loss, damage or delay caused by accidents, strikes, lockouts, fire, flood, act of civil or military authority or by insurrection or riot or by any other cause which is beyond its control.

11. Withdrawal. Any Party may withdraw as a party to this Agreement as follows:

- a. Notice of Intent to Withdraw shall be given not less than eighteen (18) months prior to the proposed date that the withdrawal shall take effect.
 - (1) Notice of Intent to Withdraw shall be in writing and addressed to the Chairperson of the Board of Directors of CONFIRE at its primary address (currently 1743 Miro Way, Rialto CA 92376).
 - (2) Notice of Intent to Withdraw must be accompanied by a proof of service that notice was sent by certified mail with return receipt requested. Notice shall be considered given on the date of service.
- b. June 30 (11:59 p.m.), annually, shall be the only month and day on which a withdrawal shall take effect.
- c. No withdrawing Party shall be entitled to any payment for its interests or assets in CONFIRE upon withdrawal.
- d. Notwithstanding Paragraph 11.a., no Party may withdraw until they have:
 - (1) Either, paid in full their pro-rata share of all outstanding debts and obligations that were incurred while they were a Party. This shall include, by way of illustration and not limitation: long-term debt, pension obligations and multi-fiscal-year debt.
 - (2) Or, executed a contract with CONFIRE to pay for all outstanding debts and obligations that were incurred while they were a Party.

12. Involuntary Termination.

- a. This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement upon a no less than a two-thirds vote of the Board of Directors, excluding the vote of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination shall be provided. The written notice of proposed termination shall identify the specific provisions of this Agreement that the Party has allegedly violated and provide notice of the right to provide a written response within ten (10) business days, either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable to CONFIRE within which the Party subject to termination will diligently prosecute the same to completion.
- b. In the event that the Party subject to possible termination is unable to provide satisfactory evidence of their compliance with the Agreement or ability to cure the default, the Party subject to possible termination shall have the right to respond to the reasons for the proposed termination at the Board of Directors meeting prior to any vote regarding termination. Any vote for termination by the Board of Directors shall

be at least forty (40) business days after delivery of the written notice identified in Paragraph 12(a), above.

- c. Any Party that is involuntarily terminated in accordance with Paragraph 12(a), above, shall remain responsible for their pro-rata share of all outstanding debts and obligations that were incurred while they were a Party. This shall include, by way of illustration and not limitation: long-term debt, pension obligations and multi-fiscal-year debt.

13. Enforcement.

CONFIRE is hereby given authority to enforce this Agreement. If suit is necessary to enforce any of the provisions of this Agreement, CONFIRE and the Parties shall pay their own reasonable attorney fees, regardless of who is the prevailing party.

14. Dissolution.

- a. This Agreement may be dissolved and terminated, in its entirety, by a Board of Directors' vote to terminate that is not less than ninety percent (90%) of the total number of votes of the then-remaining Parties.
- b. No assets may be distributed (divided or returned) until all outstanding debts and obligations have been resolved. Resolved means that each Party has:
 - (1) Either paid their pro-rata share of all outstanding debts and obligations that were incurred while they were a Party; or
 - (2) Executed a contract with CONFIRE to pay for all outstanding debts and obligations that were incurred while they were a Party.
 - (3) All assets of CONFIRE will be distributed in proportion to the contributions of the Parties during the fiscal year of dissolution.

15. Debts.

- a. To the furthest extent permitted by law, the debts, liabilities and obligations of CONFIRE shall not be the debts, liabilities, and/or obligations of the Parties.
- b. Notwithstanding Paragraph 15.a, with respect to the retirement liabilities of CONFIRE:
 - (1) The debts, liabilities and obligations of CONFIRE shall be the debts, liabilities, and/or obligations of the Parties.
 - (2) Pursuant to Section 6508.2 of the Government Code, the Parties agree to apportion CONFIRE's retirement obligations among themselves as follows:

- (a) Each Party is responsible for its pro-rata share of any retirement obligations of CONFIRE which were incurred at a time when that entity was a Party (“Retirement Obligation”).
- (b) Pro-rata share shall be in the same proportion as that entity’s pro-rata share determined pursuant to Section 7.a.2 of the Agreement.
- (c) The pro-rata obligation of each Party is immediately binding on the Party at the time the obligation is incurred.
- (d) In the event that one Party is forced to pay the Retirement Obligation of another Party by virtue of joint and several liability with respect to retirement liabilities of joint powers authorities under A.B. 1912 (2018), affecting Sections 6508.1, 6508.2, 20574.1, 20575, and 20577.5 of the Government Code effective January 1, 2019:
 - i. The Party that failed to pay its Retirement Obligation (“Defaulting Party”) shall indemnify the Party that paid the Defaulting Party’s Retirement Obligation 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 (each a “Claim”) to the extent that the Claim arises out of, pertains to, or relates to the Defaulting Party’s failure to pay its Retirement Obligation (collectively, the Defaulting Party Indemnity”).
 - ii. Each Party hereby irrevocably waives sovereign immunity with respect to any assets it may have or later acquire to the extent necessary for another Party to recover under the Defaulting Party Indemnity.
 - iii. To the extent that a Defaulting Party is unable to satisfy its obligations under the Defaulting Party Indemnity by virtue of its insolvency (“Defaulting Party Insolvency”), the Retirement Obligation of each Party other than the Defaulting Party shall be increased in the amount of its pro-rata share of the Defaulting Party Insolvency in the same proportion as that entity’s pro-rata share determined pursuant to Section 7.a.2 of the Agreement.
 - iv. CONFIRE Assets, if applicable shall be utilized first to satisfy retirement obligations of a Defaulting Party before the remaining parties are obligated pay their pro-rata shares.

16. Provisions Required by Law Deemed Inserted.

- a. This Agreement is subject to all provisions of the Constitution and laws of California and the United States which: (1) govern, control, or affect CONFIRE and/or the Parties; or (2) the property, funds, operations, or powers of CONFIRE and/or the Parties.
- b. Such provisions are by this reference made a part of this Agreement.
- c. Any provision required by law to be included in this Agreement shall be deemed to be inserted; and, had that provision been included in the most recent former joint powers agreement of CONFIRE, then such provision shall be deemed inserted in the form set forth in the most recent former joint powers agreement of CONFIRE.

17. Amendment.

- a. This Agreement may be amended as follows:
 - (1) The Board of Directors adopts a Resolution recommending the amendment which will be presented to the governing body of each Party for ratification.
 - (2) The Amendment shall be effective when the required Resolution Recommending Amendment has been ratified by the governing bodies of all Parties. .

IN WITNESS WHEREOF, the undersigned public agencies have set their signature on the respective dates set forth below.

This document may be signed in duplicate originals or counterparts.

ATTEST:

APPLE VALLEY FIRE PROTECTION DISTRICT
A Fire Protection District

Date: 04/06/2021

Date: 04/06/2021

Danelle Fletcher
Name: Danelle Fletcher
Title: Secretary I

By: James Peratt
Name: JAMES PERATT
Title: FIRE CHIEF

ATTEST:

CHINO VALLEY FIRE DISTRICT
A Fire Protection District

Date:

Date:

Sandra Wodarck.
Name: Sandra A Wodarck
Title: Admin Secy.

By: [Signature]
Name: TIM SHACKELFORD
Title: FIRE CHIEF

ATTEST:

CITY OF COLTON
A Municipal Corporation

Date: 3/31/21

Date: 3/31/21

[Signature]
Name: Down Miller
Title: Executive Assistant

By: [Signature]
Name: William R. Smith
Title: City Manager

ATTEST:

CITY OF LOMA LINDA
A Municipal Corporation

Date: 03/29/2021

Date: 03/29/2021

[Signature]
Name: Barbara Nicholson
Title: City Clerk


By: [Signature]
Name: Phill Dupper
Title: Mayor

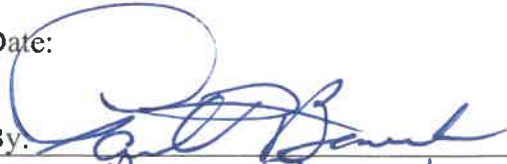
ATTEST:

CITY OF REDLANDS
A Municipal Corporation

Date: 3/25/21

Date:


Name: JEANNE DONALDSON
Title: CITY CLERK



By: Paul T. Barich
Name: PAUL T. BARICH
Title: MAYOR


ATTEST:

CITY OF RIALTO
A Municipal Corporation

Date: 3/22/21

Date: 3/22/21


Name: Pat Villanueva
Title: Executive Assistant



By: Brian Paik
Name: BRIAN PAIK
Title: INTERIM FIRE CHIEF


ATTEST:

CITY OF VICTORVILLE
A Municipal Corporation

Date:

Date:


Name: Tony Camargo
Title: Administrative Analyst



By: Keith C. Metzler
Name: KEITH C. METZLER
Title: City Manager


ATTEST:

RANCHO CUCOMONGA FIRE
PROTECTION DISTRICT
A Fire Protection District

Date: April 7, 2021

Date: April 7, 2021


Name: Linda A. Trojan, MMC
Title: City Clerk Serv. Director



By: L. Dennis Michael
Name: L. Dennis Michael
Title: Board President

ATTEST:

SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT
A Fire Protection District

Date: 3-29-21

Date: 3-29-21


Name: Aurora Hernandez
Title: Executive Assistant


By: 
Name: Dan Munsey
Title: Fire Chief / Fire Warden

EXHIBIT A
TO
JOINT POWERS AGREEMENT
(Third Amended and Restated)

The Parties to the Agreement are:

- **Apple Valley Fire Protection District**, a fire protection district duly formed and existing under the Fire Protection District Law of 1987, Government Code section 13800 et seq. (“Apple Valley FPD”); and
- **Chino Valley Fire District**, a fire protection district duly formed and existing under the Fire Protection District Law of 1987, Government Code section 13800 et seq. (“Chino Valley FPD”); and
- **City of Colton**, a general law city duly formed and existing under Art. XI, section 7 of the California Constitution (“Colton”);
- **City of Loma Linda**, a charter city duly formed and existing under Art. XI, section 5 and section 7 of the California Constitution (“Loma Linda”);
- **City of Redlands**, a general law city duly formed and existing under Art. XI, section 7 of the California Constitution (“Redlands”);
- **City of Rialto**, a general law city duly formed and existing under Art. XI, section 7 of the California Constitution (“Rialto”);
- **City of Victorville**, City of Victorville, a municipal corporation duly authorized and existing under Government Code Section 34000 et seq. (“Victorville”);
- **Rancho Cucamonga Fire Protection District**, a fire protection district duly formed and existing under the Fire Protection District Law of 1987, Government Code section 13800 et seq. (“Rancho Cucamonga FPD”); and
- **San Bernardino County Fire Protection District**, a fire protection district duly formed and existing under the Fire Protection District Law of 1987, Government Code section 13800 et seq. (“San Bernardino County FPD”).

EXHIBIT B
TO
JOINT POWERS AGREEMENT
(Third Amended and Restated)

INSURANCE SPECIFICATIONS

1. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred and fifty thousand dollar (\$250,000) limits, covering all persons, including volunteers, providing services on behalf of Party and all risks to such persons under this Agreement.

2. Commercial/General Liability Insurance

Party shall carry General Liability Insurance covering all operations performed by or on behalf of Party providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

3. Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Party is transporting one or more non-employee passengers in performance of services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

4. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

5. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information,

intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, breach response cost, and regulatory fines and penalties.