



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JULY 23, 2024 – 1:30 PM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, July 23, 2024, in the Loma Linda Fire Department Emergency Operations Center, 25541 Barton Road, Loma Linda, California.

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

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

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

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

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

CALL TO ORDER

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

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CONSENT ITEMS

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

- [1.](#) Approve the Special Administrative Committee Minutes of June 25, 2024
- [2.](#) Approve the Administrative Committee Minutes of June 25, 2024
- [3.](#) YTD Call Summary
- [4.](#) YTD Answering Times
- [5.](#) Billable Incidents
- [6.](#) Call Processing Time Analysis - June 2024
- [7.](#) EMD-ECNS Performance Standards - June 2024
- [8.](#) Resolution 2024-03 Department of Justice (DOJ) Criminal Background History
- [9.](#) Tablet Command
- [10.](#) Acceptance and Modification of FY2022 Homeland Security Grant Program Funds
- [11.](#) Wittman Contract Amendment
- [12.](#) Addition of Two Full-Time Regular Status Communication Positions

DIRECTOR REPORT

- a. Staffing Update
- b. CAD Update
- c. 4th of July
- d. ECNS Funding Update
- e. Admin/Finance Staff Re-location

COMMITTEE REPORTS

- a. Support Committee Report/MIS Updates - Blessing Ugbo



SPECIAL ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JUNE 25, 2024 – 11:30 AM

LOMA LINDA EOC – 25541 BARTON RD. LOMA LINDA

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Dan Harker/Chair, Loma Linda Fire Department
Chief Rich Sessler/Vice-Chair, Redlands Fire Department - *Absent*
Chief Buddy Peratt, Apple Valley Fire Protection District
Chief Dave Williams, Chino Valley Fire District
Chief Tim McHargue, Colton Fire Department
Chief Mike McCliman, Rancho Cucamonga Fire Department
Chief Brian Park, Rialto Fire Department - *Absent*
Chief Bertral Washington, San Bernardino County Fire
Chief Bobby Clemmer, Victorville Fire Department

CALL TO ORDER

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No conflicts were announced.

NEW BUSINESS

1. Ambulance Deployment Update – **DISCUSSION ITEM**



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JUNE 25, 2024 – 1:30 PM

LOMA LINDA EOC – 25541 BARTON RD. LOMA LINDA

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Dan Harker/Chair, Loma Linda Fire Department

Chief Rich Sessler/Vice-Chair, Redlands Fire Department - *Arrived at 2:05*

Chief Buddy Peratt, Apple Valley Fire Protection District

Chief Jeremy Ault, Chino Valley Fire District

Chief Tim McHargue, Colton Fire Department

Chief Mike McCliman, Rancho Cucamonga Fire Department

Chief Brian Park, Rialto Fire Department - *Absent*

Chief Bertral Washington, San Bernardino County Fire

Chief Bobby Clemmer, Victorville Fire Department

CALL TO ORDER

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- b. Roll call/Introductions

PUBLIC COMMENT

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No conflicts were announced.

CONSENT ITEMS

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

1. Approve the Administrative Committee Minutes of May 28, 2024.
2. CONFIRE Operations Statement as of May 31, 2024
3. Fund Balance Report as of May 30, 2024

4. YTD Call Summary
5. YTD Answering Times
6. Billable Incidents
7. Call Processing Time Analysis – May 2024
8. EMD-ECNS Performance Standards – May 2024
9. Contract – Nurse Manager
10. Contract with EMK Consultants

Motion to accept all items on Consent except for #9 which was pulled for discussion, see below.

Motion by: Chief Tim McHargue

Second by: Chief Jeremy Ault

Yes – 7

No - 0

Abstain – 0

Absent – 2

****Consent item 9 – Contract – Nurse Manager*

ECNS Nurse Manager Leslie Parham has been called back to Chino Valley Fire District. Leslie has agreed to contract back to CONFIRE 1 day a week until the permanent Nurse Manager can be hired.

Motion to approve the Contract for Emergency Communication Nurse System Nurse Manager contingent upon Leslie Parham passing background and physical. This contract would be in effect until June 30, 2025.

Motion to approve item 9 as amended above.

Motion by: Chief Jeremy Ault

Second by: Chief Bobby Clemmer

Yes – 7

No – 0

Abstain – 0

Absent - 2

DIRECTOR REPORT

- a. Staffing Update
- b. EMD Coordinator
- c. ECNS Nurse Manager
- d. CAD Down/Central Square Upgrade Update

COMMITTEE REPORTS

- a. Support Committee Report/MIS Updates - Blessing Ugbo
 - *Third party vendor has been retained to assist with CAD.*
- b. Ops Chief Committee Report – Chief Barreda
No updates.
- c. CAD to CAD – Mike Bell
No updates.

SUBSIDIARY COMMITTEE REPORTS

- a. Annual Charges Sub-Committee Update – Chief Peratt
 - *Agencies have until January 1st to perform inhouse cleanup*
 - *Reaching out to air ships regarding charges*
 - *Items forthcoming for Administrative Committee action*
- b. EMS Sub-Committee Update – Chief Barna
 - *Implementation Team continues to build unit numbering plan*
 - *Employment opportunities continue for incumbent work force and new hires*
 - *Amendment to our third-party billing vendor contract will be forthcoming to the July Administrative Committee meeting*

NEW BUSINESS

11. ECNS Permanent Positions - **ACTION ITEM**

**This item was discussion only; no action was taken. This item was tabled until the July 23rd meeting.*

The implementation of the Emergency Communications Nurse System (ECNS) program occurred December 21, 2020, through a contractual agreement with Regional Emergency Medical Services Agency (REMSA) to provide California licensed nurses who were Emergency Medical Dispatch (EMD) trained in LowCode to screen certain low acuity calls and direct them to appropriate treatment or transportation options.

As an accredited center for Emergency Medical Dispatch, Consolidated Fire Agencies (CONFIRE) can operate its Emergency Medical Dispatch (EMD) program to incorporate a nurse element. Utilizing nurses with CONFIRE's expanded dispatch capabilities mitigates unnecessary ambulance transports and emergency room (ER) visits by providing immediate, professional nursing care to individuals in their homes or community settings and sometimes arrange for other modes of transportation to non-emergency medical facilities. This approach not only alleviates the strain on our

emergency services but also ensures that patients receive timely and appropriate care in the most suitable environment.

The ARPA Coronavirus Local Fiscal Recovery Fund (CLFRF) has allowed CONFIRE to hire contract nurses and expand the program to provide 24-hour coverage, days a week including additional staffing for peak periods of high call volume. Unfortunately, because the nurses are on a contract and not permanent employees of CONFIRE, it has been very difficult to retain and recruit qualified ECN's and a nurse manager.


On February 8, 2022, the County Board of Supervisors and the San Bernardino County Fire District entered into an agreement regarding the transfer of ARPA CLFRF, which is being utilized by CONFIRE for ECNS expenditures.

There is no additional grant funding available thru the ARPA program at this time, current funding will run out December 1st. It will then be CONFIRE's responsibility to come up with the funds. IEHP is being asked for 30% on July 8th, subsequently Kaiser will be asked for 20% this means 50% will then be funded by the payors. We will continue to look for funding mechanisms. If we cannot secure funds the remainder would come from the General Fund of CONFIRE. Could possibly be divided among the agencies based on the percentage of calls. Hypothetical numbers based on each agencies call volume will be provided in the near future.

12. Job Title Change and Increase in Salary and Benefit Costs for Fiscal/Budget/Contract Manager Position - ACTION ITEM

The County of San Bernardino awarded CONFIRE the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care transport Services for Exclusive Operating Areas in the county contract. To adhere to the provisions set forth in the contract and to operate effectively and efficiently six positions, including the Fiscal/Budget/Contract Manager position were added. In review of the Fiscal/Budget/Contract Manager position it has been determined that the salary and benefits are not commensurate with the job duties and responsibilities when compared to similar positions such as those within San Bernardino County. Specifically, the complexities of the total budget and revenue cycles require a person with higher level finance capability and experience. It should also be considered that this position will be responsible to act on behalf of the Finance/Administrative Director when not available and therefore requires attracting a person with higher level skill sets which should be aided by an increase in salary and benefits costs.

This position is included in the approved 2024-25 budget for a total cost of \$114,578. The new costs will increase by \$36,927 for a total cost of \$151,505. This position is funded by Call Volume and Ambulance revenues.



Call Summary

CONFIRE/Comm Center

1743 W Miro Way
Rialto, CA 92376 County: San Bernardino

Year: 2024

From: 1/1/2024

To: 6/30/2024

Period Group: Month

Call Type: All

Abandoned Filters: Include Abandoned

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-24	18354	22	18376	0.12%	11742	359	12101	14670	5227	83	19980	50457	121.2
Feb-24	16567	41	16608	0.25%	11210	373	11583	14462	5171	94	19727	47918	121.2
Mar-24	17211	53	17264	0.31%	11325	375	11700	14701	5513	88	20302	49266	123.7
Apr-24	17537	25	17562	0.14%	11613	382	11995	15389	5447	102	20938	50495	122.9
May-24	18959	62	19021	0.33%	12081	528	12609	15925	5618	162	21705	53335	119.8
Jun-24	19692	57	19749	0.29%	12263	531	12794	15478	5894	196	21568	54111	121.5
2024 Totals	108320	260	108580	0.24%	70234	2548	72782	90656	33456	748	124860	306222	122.8
2023 Totals	104390	389	104779	0.37%	71428	2363	73791	91937	27969	556	120462	299032	109.4



PSAP Answer Time

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

Month - Year: 1/1/2024 - 6/30/2024
 Agency Affiliation: Fire

From: 1/1/2024
 To: 6/30/2024
 Period Group: Month
 Time Group: 60 Minute
 Time Block: 00:00 - 23:59
 Call Type: 911 Calls

Call Hour	Answer Times In Seconds							
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	Total
January 2024 Total	17,259	487	188	319	75	45	3	18,376
% answer time ≤ 10 seconds	93.92%	2.65%	1.02%	1.74%	0.41%	0.24%	0.02%	100.00%
% answer time ≤ 15 seconds	96.57%							
% answer time ≤ 40 seconds	99.33%							
February 2024 Total	15,685	398	174	253	74	33	1	16,608
% answer time ≤ 10 seconds	94.44%	2.34%	1.05%	1.52%	0.45%	0.20%	0.01%	100.00%
% answer time ≤ 15 seconds	96.78%							
% answer time ≤ 40 seconds	99.35%							
March 2024 Total	16,504	281	167	246	53	12	1	17,264
% answer time ≤ 10 seconds	95.60%	1.63%	0.97%	1.42%	0.31%	0.07%	0.01%	100.00%
% answer time ≤ 15 seconds	97.23%							
% answer time ≤ 40 seconds	99.62%							
April 2024 Total	16,779	316	161	212	61	33	0	17,562
% answer time ≤ 10 seconds	95.54%	1.80%	0.92%	1.21%	0.35%	0.19%	0.00%	100.00%
% answer time ≤ 15 seconds	97.34%							
% answer time ≤ 40 seconds	99.46%							
May 2024 Total	17,044	653	361	636	224	95	8	19,021
% answer time ≤ 10 seconds	89.61%	3.43%	1.90%	3.34%	1.18%	0.50%	0.04%	100.00%
% answer time ≤ 15 seconds	93.04%							
% answer time ≤ 40 seconds	98.28%							
June 2024 Total	17,064	919	520	873	248	119	6	19,749
% answer time ≤ 10 seconds	86.40%	4.65%	2.63%	4.42%	1.26%	0.60%	0.03%	100.00%
% answer time ≤ 15 seconds	91.06%							
% answer time ≤ 40 seconds	98.11%							
Year to Date 2024 Total	100,335	3,044	1,571	2,539	735	337	19	108,580
% answer time ≤ 10 seconds	92.41%	2.80%	1.45%	2.34%	0.68%	0.31%	0.02%	100.00%
% answer time ≤ 15 seconds	95.21%							
% answer time ≤ 40 seconds	99.00%							
Year to Date 2023 Total	97,529	2,981	1,544	2,050	471	196	8	104,779
% answer time ≤ 10 seconds	93.08%	2.85%	1.47%	1.96%	0.45%	0.19%	0.01%	100.00%
% answer time ≤ 15 seconds	95.93%							
% answer time ≤ 40 seconds	99.36%							

CONFIRE Billable Incidents

Period: 01/01/2024 thru 06/30/2024

Jurisdiction	# of Incidents	% of Total
San Bernardino County	65,610	53.15%
VictorvilleFD	11,616	9.41%
RanchoCucamonga	9,031	7.32%
ChinoValleyFD	6,920	5.61%
AppleValley	6,257	5.07%
Rialto	5,909	4.79%
Redlands	5,724	4.64%
Colton	3,849	3.12%
MontclairFD	2,500	2.03%
Loma Linda	2,171	1.76%
Big Bear Fire	1,876	1.52%
San Manuel FD	1,072	0.87%
Baker Ambulance	509	0.41%
Running Springs	254	0.21%
Road Department	134	0.11%
Total	123,432	100%

BDC Division	# of Incidents	% of Total
East Valley	22,668	34.55%
Fontana	10,451	15.93%
Valley	8,973	13.68%
Hesperia	6,542	9.97%
South Desert	6,118	9.32%
North Desert	5,907	9.00%
Adelanto	2,578	3.93%
Mountain	2,373	3.62%
Total	65,610	100%

CONFIRE 911 Call Processing Time Analysis

June 2024



June 2024

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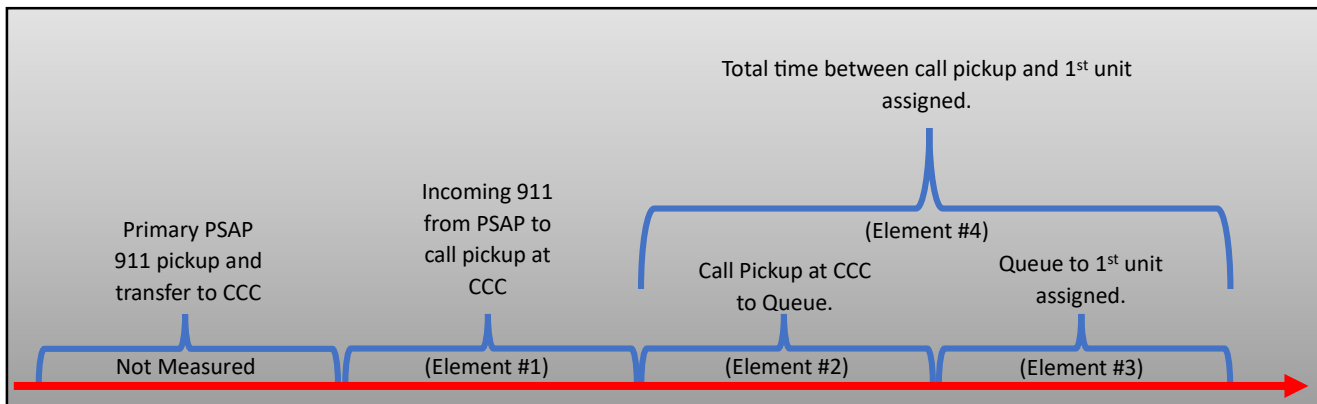
CONFIRE Emergency Call Processing Times.

June 2024

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.

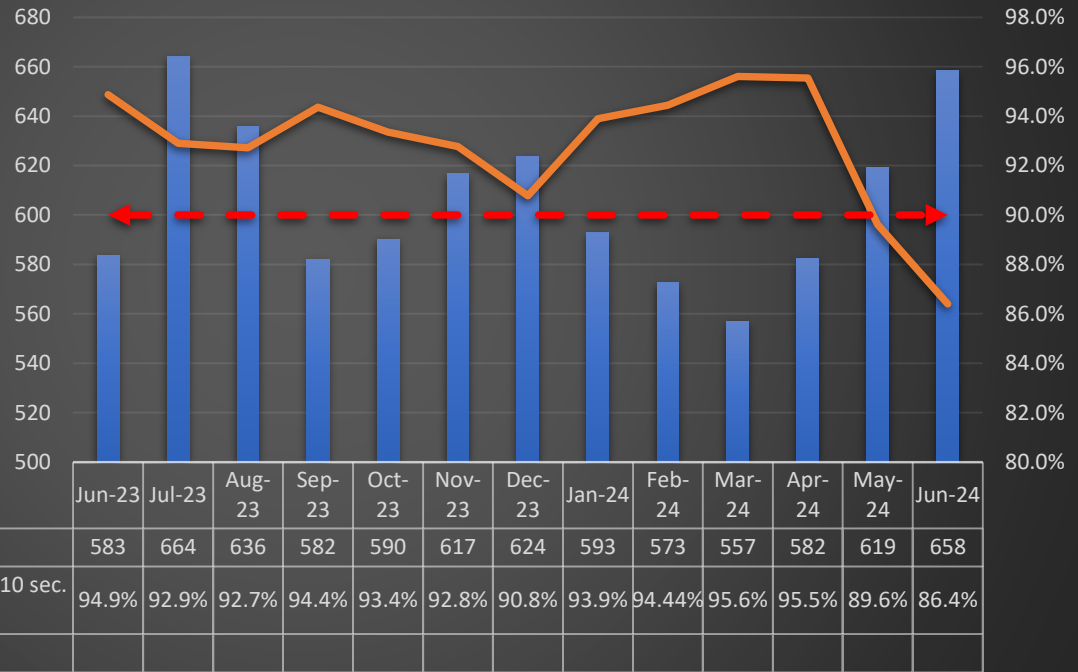


Call Answering Time from Primary PSAP

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.

CONFIRE Incoming 911 Call Volume and Pickup Times June 2023 to June 2024



Emergency Call Processing

Once the call is answered by CCC dispatchers, all call activity is captured in CONFIRE’s CAD server. The following table illustrates 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.

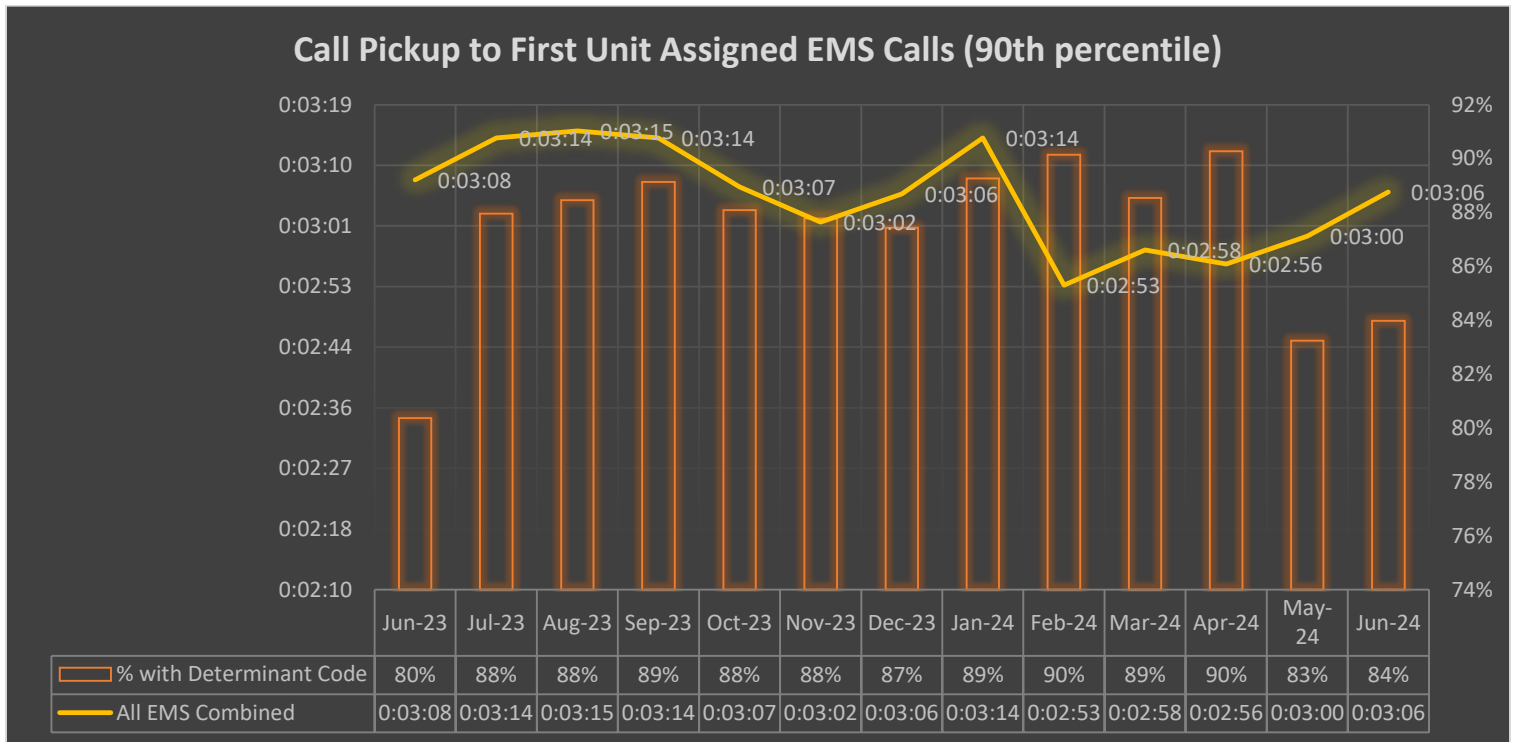


Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

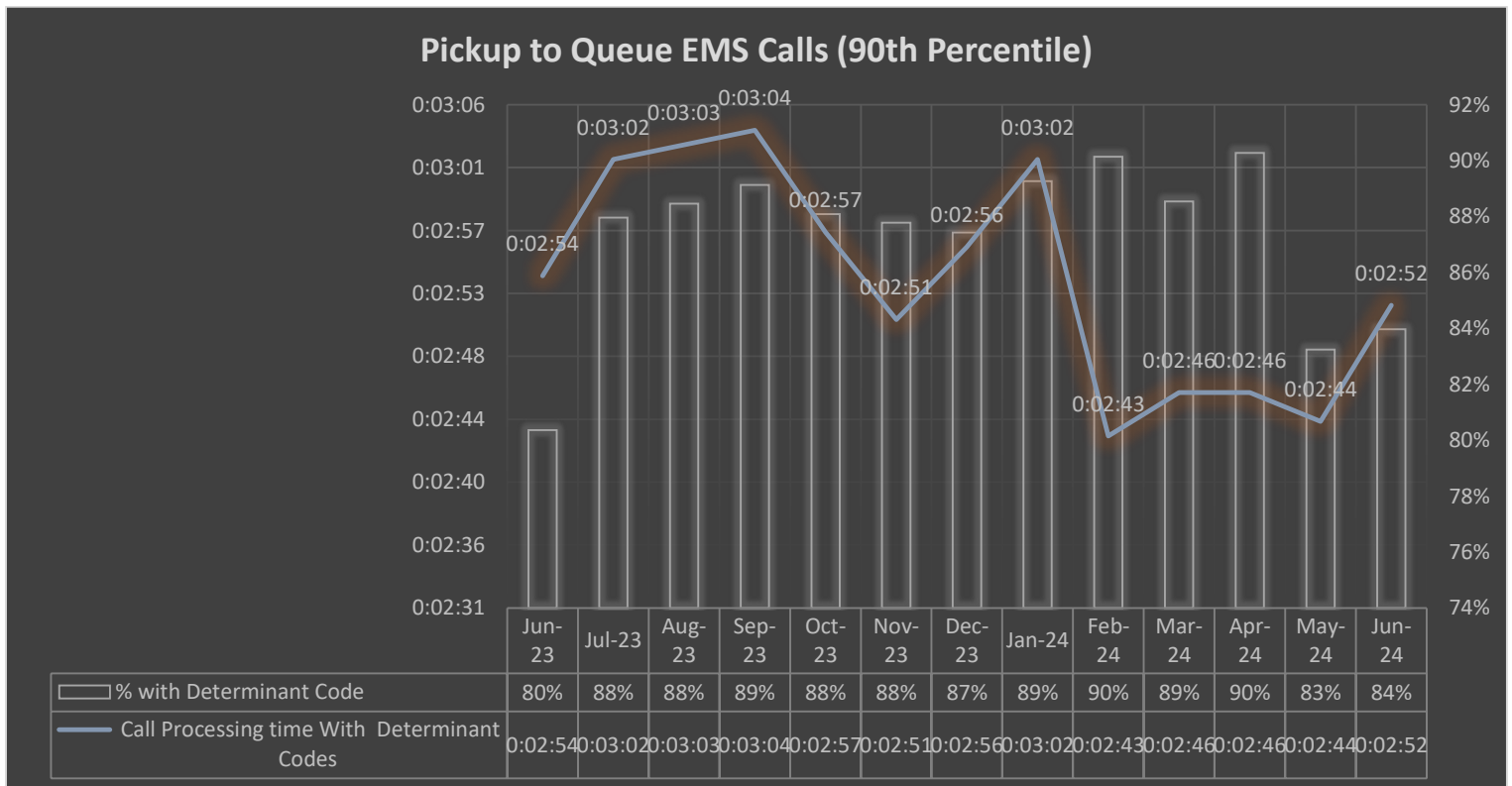


Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

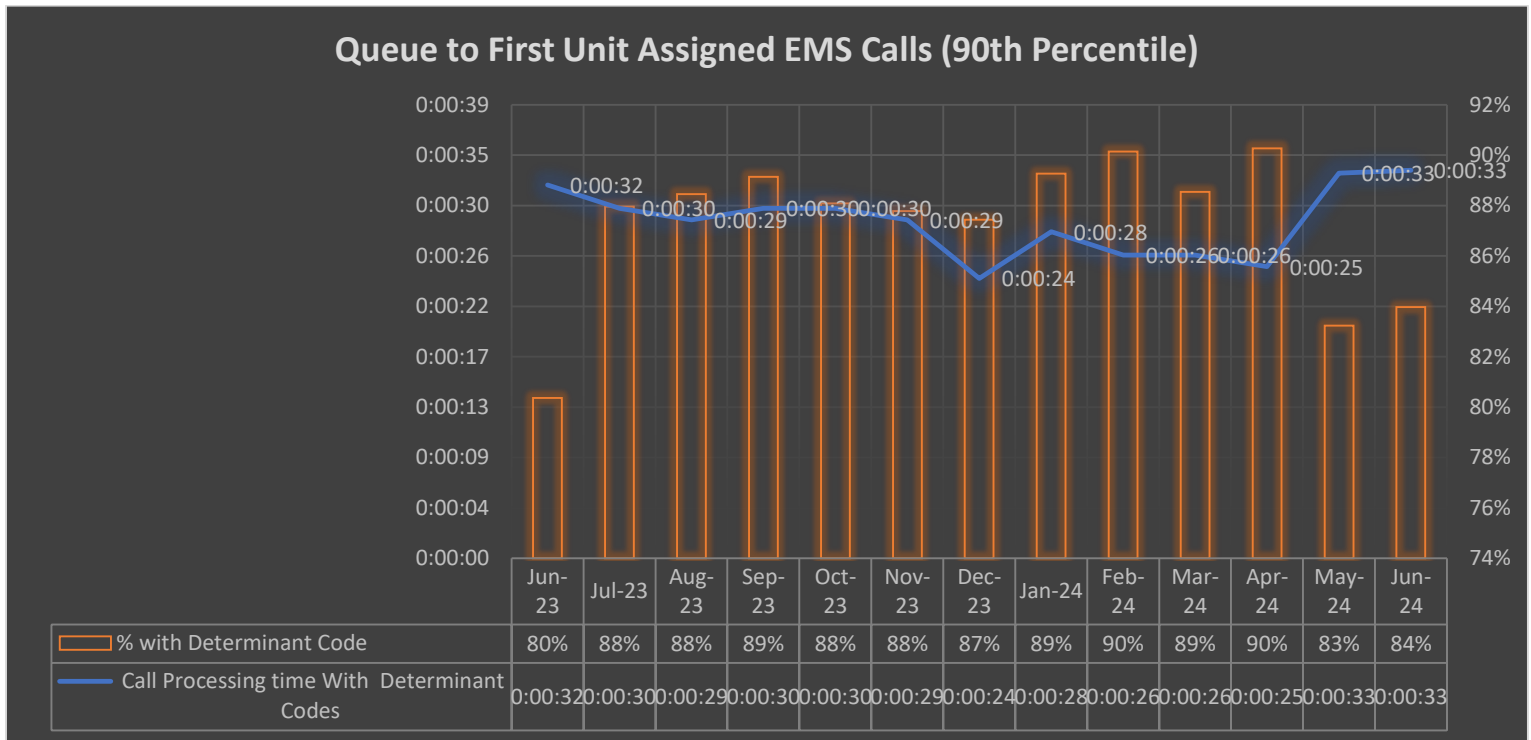
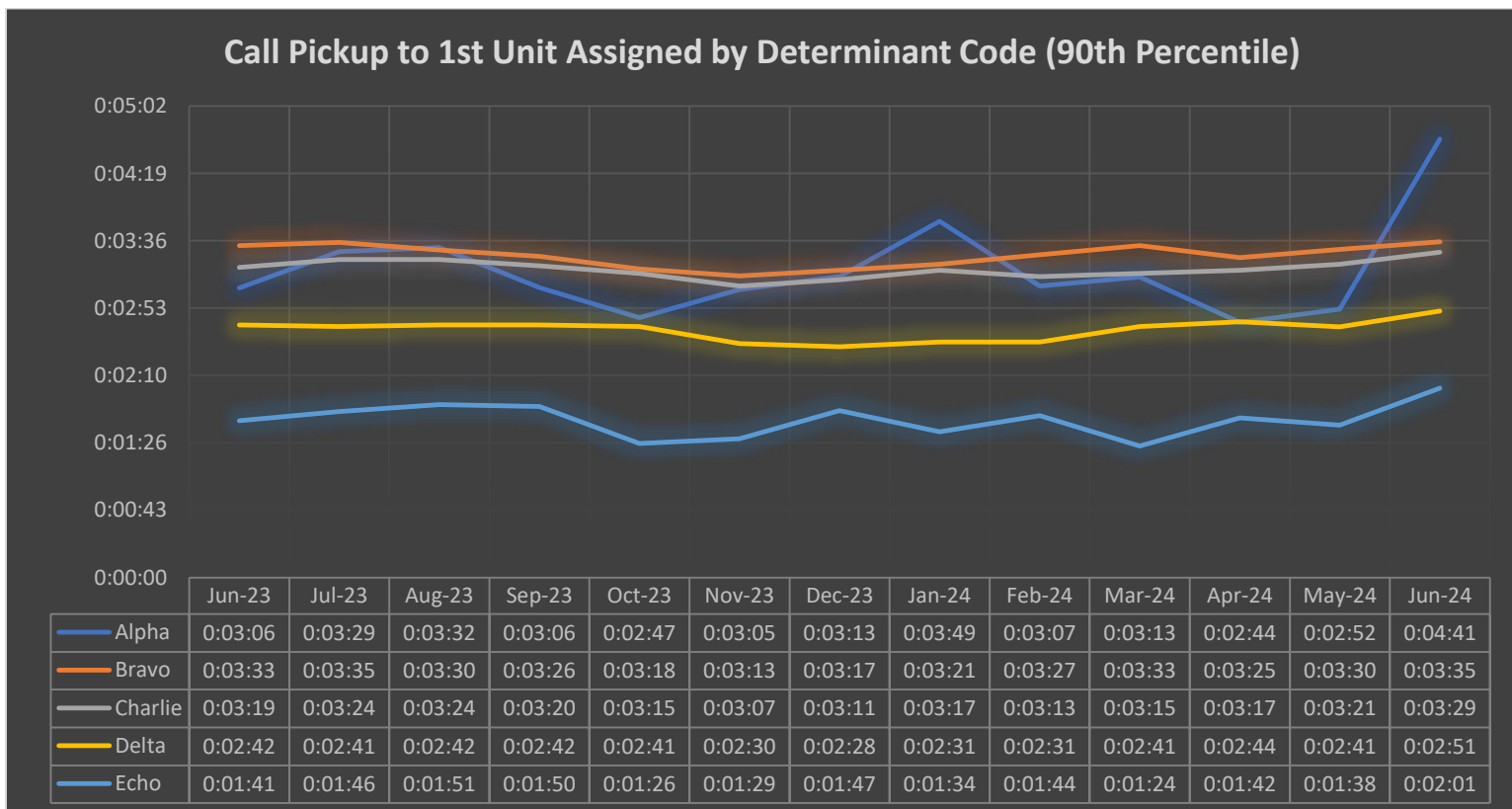


Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



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.

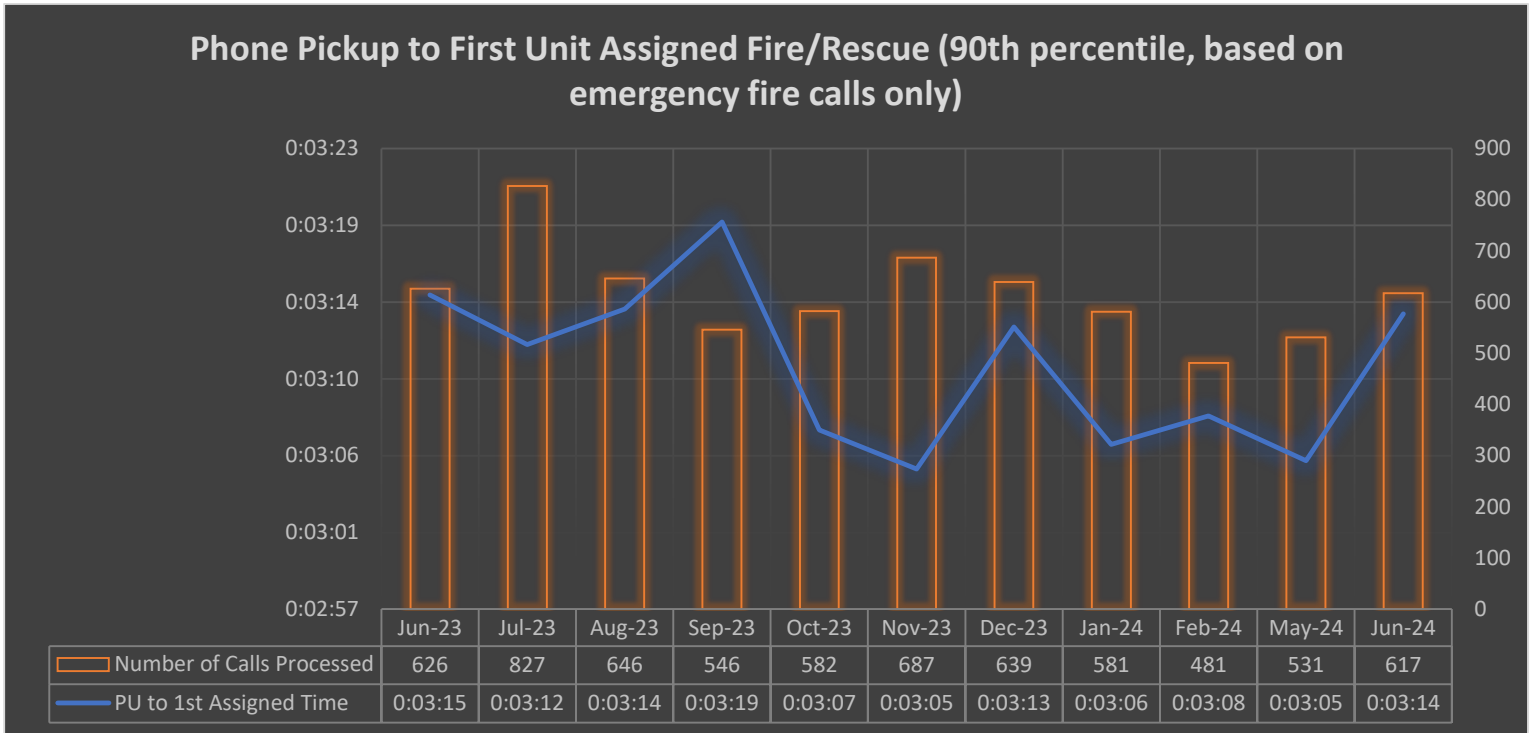


Figure 8: Fire/Rescue Call Pickup to Queue.

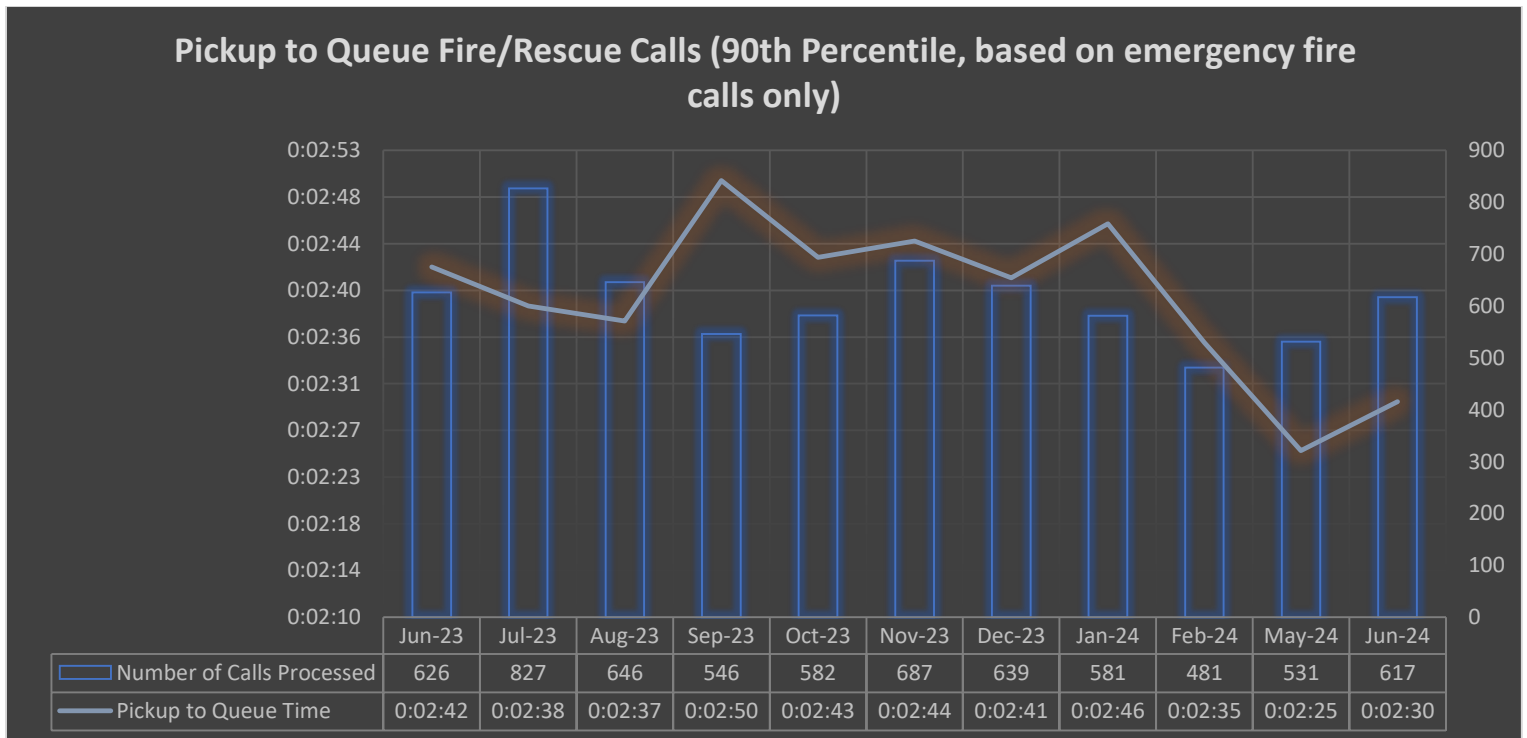


Figure 9: Fire/Rescue Queue to First Unit Assigned.

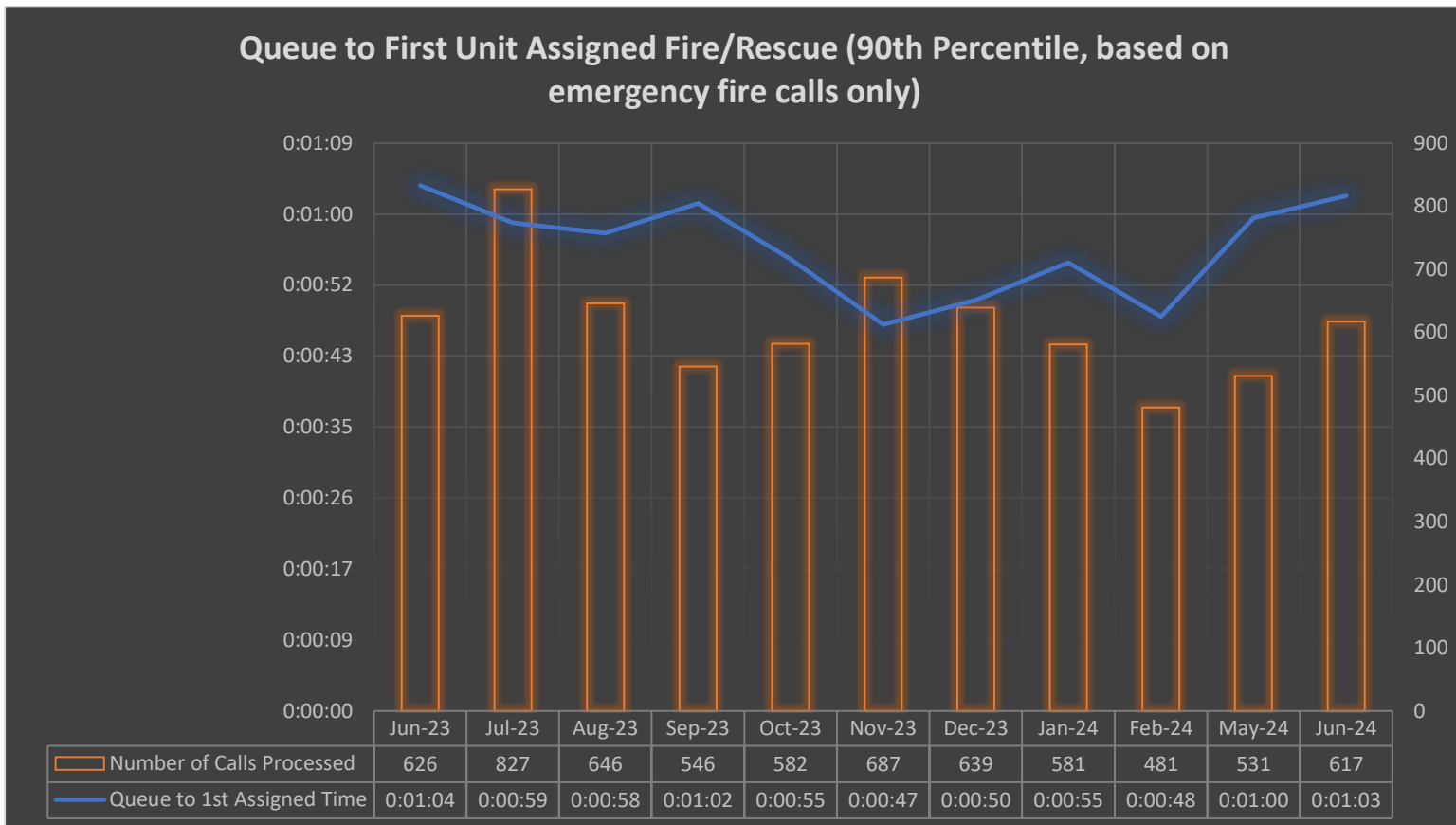


Table 1: EMS 911 calls for service and EMD completion for June 2024

Total Emergency EMS Calls Processed	18,216
Total EMS Calls with Obtainable Determinant Code	13,819
Total EMS Calls (EMD Obtainable) with Determinant Code	11,595
% of EMS Calls with Determinant Code	83.9%

Table 2: ECNS eligible calls and status of transfers to Emergency Communication Nurse (ECN) for June 2024.

Total Calls Eligible for ECNS:	1,440
% of EMS calls with Determinant Code Eligible for ECNS	12%
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	403
% of Eligible EMS Calls Transferred to ECNS	28.0%
% of Total EMS Calls Transferred to ECNS	2.2%

**CONFIRE****STAFF REPORT****DATE: July 23, 2024****FROM: Nathan Cooke
Interim Director****TO: CONFIRE Administrative Committee**

SUBJECT: Resolution authorizing the Department of Justice to transmit fingerprint images and related information to the Federal Bureau of Investigation

Recommendation

Adopt Resolution No. 2024-03 authorizing CONFIRE to allow the Department of Justice (DOJ) to submit fingerprint images and related information to the Federal Bureau of Investigation (FBI) for federal level criminal background history information for newly hired CONFIRE employees, volunteers, and contract employees.

Background Information

On March 26, 2024, the Administrative Committee adopted Resolution No. 2024-01 authorizing CONFIRE to access Federal and State level summary criminal background history information through the California Department of Justice (DOJ), however, in order for a federal level background history to be completed, the Administrative Committee must adopt an additional resolution authorizing CONFIRE to provide permission to the DOJ for submittal of fingerprint images and related information to the FBI for federal level background history.

CONFIRE is authorized by the law to perform background checks for job applicants, volunteers and contract employees and is permitted to inquire into a job applicant's criminal records by use of criminal history record searches. An applicant's criminal history can be used as a basis for denying employment if the conviction is related to the job and future job performance and provides assurance to our Governing Board, community, and staff, that we have prescreened our employees, volunteers, and contract employees to the fullest extent to maintain safety, integrity, and pride we value at CONFIRE.

The adoption of Resolution No. 2024-03 will allow CONFIRE to provide authorization to the DOJ for submittal of background fingerprinting and related information to the FBI for a federal comprehensive criminal background check for newly hired CONFIRE employees, volunteers, and contract employees.

Fiscal Impact

The costs associated with this agreement will fluctuate annually and are based on the actual number employees who are submitted to the DOJ and Live Scan for background checks. Currently, CONFIRE is paying \$32 for the fingerprint vouchers through the County of San Bernardino Sheriff and the DOJ Live scan is \$49 for a total of \$81 per employee.

CONFIRE RESOLUTION NO. 2024-03

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts, and joint powers authorities to access state and local summary criminal history information for employment, and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts, and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, governing body of a city, county or district or joint powers authority to specifically authorize access to summary criminal history information for employment.

NOW THEREFORE, BE IT RESOLVED, that the District of CONFIRE is hereby authorized to access state and federal level summary criminal history information for employment with District of CONFIRE (including volunteers and contract employees) and may not disseminate the information to a private entity; and

BE IT FURTHER RESOLVED that the District of CONFIRE shall not consider a person who has been convicted of a violent or serious felony or misdemeanor eligible for employment (including volunteers and contract employees, if applicable).

Now, Therefore, Be It Hereby resolved by the CONFIRE Administrative Committee hereby finds, orders, and resolves as follows:

1. CONFIRE is here authorized to access state and federal level summary criminal history information for employment (including volunteers and contract employees) licensing, or certification for purposes and may not disseminate the information to a private entity.

PASSED, APPROVED AND ADOPTED this 23rd this day of July 2024.

CONFIRE Administrative Committee Chairperson

ATTEST: _____ CONFIRE Interim Director

I, Nathan Cooke, Interim Director of CONFIRE, hereby certify that the foregoing resolution was duly passed at a regular meeting of the CONFIRE Administrative Committee held on the 23rd this day of July 2024 by the following vote on roll call

Ayes:

Noes:

Absent:

**STAFF REPORT****DATE: July 17, 2024****FROM: Damian Parsons
Finance/Admin Director****TO: Administrative Committee**

SUBJECT: Tablet Command

Recommendation

1. Authorize staff to add the necessary Tablet Command licenses to the CONFIRE account for Priority Ambulance.
2. Direct staff to issue invoices to Priority to recover costs related to the additional licenses.

Background Information

On October 1, 2018, CONFIRE entered into a service agreement with Tablet Command as an incident management and response solution. CONFIRE is the primary account holder for most of our operating area to leverage better pricing for our member agencies. The costs are charged back via invoices to the member agencies.

On December 5, 2023, the Board of Supervisors awarded CONFIRE EMS and Mobile Health the contract for ground ambulance services for eleven exclusive operating areas in the county, known as the comprehensive service area. CONFIRE EMS is scheduled to start ground ambulance transportation services on October 1, 2024.

Priority Ambulance was chosen by CONFIRE as the sole subcontractor for ambulance services as authorized by County contract 23-1282. Priority will implement Tablet Command on all ambulances to ensure seamless communication and dispatching services to the operating area. To leverage better pricing for our partner and meet the goal of providing premier EMS services, staff recommends adding the necessary Tablet Command licenses for Priority ambulances. All costs will be recovered through direct invoicing to Priority Ambulance.

Fiscal Impact

The fiscal impact of this recommendation is a net-zero cost to the EMS Fund (5020).

**CONFIRE****STAFF REPORT****DATE: 7/23/2024****FROM: Mike Bell****Project Coordinator****FOR: Nathan Cooke****Interim Director****TO: Administrative Committee**

SUBJECT: Acceptance and Modification of FY2022 Homeland Security Grant Program Funds

Recommendation

1. Authorize the acceptance of \$88,431 from the 2022 Homeland Security Grant Program (HSGP) to support the CAD-to-CAD interoperability platform annual cloud-hosting fees.
2. Authorize CONFIRE staff to modify the grant for other CAD-to CAD related projects, including consulting services.

Background Information

CONFIRE submitted an application in December 2021 for \$90,000 in FY2022 HSGP grant funds in support of the Inland Empire Public Safety Operations Platform (CAD-to-CAD) project. The process to award those funds was protracted, resulting in an application approval and authorization to spend letter issued by the California Office of Emergency Services and San Bernardino County Office of Emergency Services, along with notification of an amended grant in the amount of \$88,421 in February 2024. The original application was to fund the annual fee to host the system on the Internet (cloud). These funds have been included in the FY24/25 budget in Fund 5019 (CAD-to-CAD Fund).

During the time between the application for the FY 2022 HSGP grant in December 2021 and its award in early 2024. The vendor's pricing structure for the program was changed to a subscription model and the annual cloud-hosting fee was eliminated. Thus, the purpose for which the grant was applied for was negated. However, the grant allows for a modification from the original intent. There is a need to enlist the services of an independent contractor to assist with project management services related to a specific aspect of the CAD-to-CAD program. This is due to the complexity of that effort and the need for CONFIRE staff to remain focused on other aspects of the project as impending go live deadlines draw closer.

CONFIRE received a quote for consulting services for \$25,000 from the National Public Safety Group to assist with project management on an effort to upgrade a critical component of the platform that will improve its overall stability and performance.

Additional funds remaining from this grant will be used to develop enhanced IE PSOP capabilities, including the ability to interface through the CAD-to-CAD platform with the federal Incident Resource Ordering Capability (IROC) system and to procure additional consulting services for that and other CAD-to-CAD efforts.

A grant modification request will be submitted to the San Bernardino County Office of Emergency Services and must be approved before funds can be expended on the updated projects.

A sole source justification is included in this action for the retention of the consulting services of National Public Safety Group. The quote is below the threshold requiring such approvals; however it is prudent to submit the justification to cover the potential of additional services required for these efforts.

Attachments:

OES FY2022 HSGP Authorization to Spend Approval Letter
FY22 HSGP Approved Project Worksheet
FY2022 HSGP Modification Request Form
CONFIRE Non-Competitive Justification Form
National Public Safety Group (Consultant) Draft Agreement



Office of Emergency Services

Luther Snoke
Chief Executive Officer

Daniel Muñoz
Deputy Executive Officer

December 12, 2023

TO: GRANT PROGRAM MANAGER

**SUBJECT: FY2022 HOMELAND SECURITY GRANT PROGRAM (HSGP)
AUTHORIZATION TO SPEND**

The California Governor's Office of Emergency Services has approved your FY2022 HSGP project(s). As of the date of this letter, you are authorized to make expenditures using FY2022 Homeland Security Grant Program (HSGP) funds.

Be aware that your project allocation amount may have changed. Take note of the amount located on the attached project worksheet. Should you need to submit a modification request to change your project in any way, including increasing the quantity of items, please do so as soon as possible. The next deadline to submit modification requests is 12/31/23.

During the procurement process, please make sure to follow grant guidelines and requirements. Procurement may not begin on projects requiring an EHP or other type of pre-approval until requests are submitted and approval has been obtained.

Please note the following:

1. **First Milestone Deadline:** All projects should be 30% completed by **3/31/24**.
2. **Modifications:** All project changes require pre-approval from Cal OES prior to incurring any costs. Modification requests are due quarterly. Refer to the FY22 Grant Deadlines for submission dates. The scope of work on projects identified as National Priority projects cannot be modified. Changes in quantities on National Priority projects must have FEMA approval.
3. **Procurement:** General procurement standards with open competition must be followed for all federal grant expenditures, according to 2 C.F.R. § 200.318-200.323. Copies of three (3) quotes/bids must be submitted with reimbursement requests.
4. **Noncompetitive Procurement:** Documentation of entity procurement policies must be submitted with reimbursement requests for all noncompetitive procurement. Purchases over \$250,000 will require pre-approval from Cal OES prior to procurement, following up with your governing board or council, if applicable. A cost benefit analysis is required with noncompetitive procurement requests.

BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)
Vice Chairman, First District

JESSE ARMENDAREZ
Second District

DAWN ROWE
Chair, Third District

CURT HAGMAN
Fourth District

JOE BACA, JR.
Fifth District

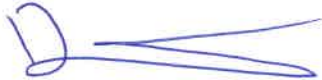
Luther Snoke
Chief Executive Officer

5. **SAMS Verification:** A print-out of the SAM.gov vendor verification report must be printed *prior to procurement* for all vendor/contractors and must be submitted with reimbursement requests. *Note: Vendor registration in SAM.gov is not required. However, the vendor must not be debarred or restricted from receiving federal funds, which will appear in your vendor verification report if the vendor has restrictions.*
6. **Performance Bond:** A performance bond is required for any equipment item over \$250,000, or any vehicle, aviation, or watercraft, regardless of the cost.
7. **Audit Requirements:** This subaward is subject to all provisions of 2 C.F.R Part 200, Subpart F – Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice.

Refer to the grant guides for additional procedures and requirements.

If you have any questions, please feel free to contact the Grant's Unit at (909) 356-2565.

Sincerely,



DANIEL MUÑOZ, Deputy Executive Officer
San Bernardino County
Office of Emergency Services

DM/ts

Attachments

FY2022 HOMELAND SECURITY GRANT PROGRAM

Jurisdiction: Confire

Project #	Description	AEL #	AEL Title	Hold Trigger	Total Cost	Amount Paid by Grant	Remaining Balance	Comments
25	(1) Cloud Hosting for Inland Empire Regional CAD Interoperability	13IT-00-DEXC	Data Exchange and Interoperability	N/A	\$88,431		\$88,431	
				N/A			\$0	
							\$0	
							\$0	
							\$0	
					\$88,431	\$0	\$88,431	

SAN BERNARDINO COUNTY FIRE PROTECTION MODIFICATION REQUEST

GRANT YEAR: 2022 **PROGRAM:** X **HSGP** EMPG

Date Prepared:	7/23/2024	Jurisdiction Name:	CONFIRE JPA
Contact Name:	Mike Bell	Project Type(Equip, Planning, Org, etc.):	Equipment
Contact Phone #:	909-816-4851		
Total Allocation \$:	\$88,341.00	Totals below must match the total allocation \$ amount:	

I AUTHORIZE THE COUNTY FIRE GRANTS ADMIN TO MAKE THE FOLLOWING CHANGES:

ORIGINAL PROJECT(S) AND AMOUNT(S)

List Original Projects & Allocations Below (insert extra lines if needed):

Item No	Project Description (Include Quantity)	AEL Title	AEL No.	Total Cost
1	Cloud Hosting for Inland Empire Regional CAD Interoperability	Data Exchange and Interoperability	13IT-00-DEXC	88,431.00
2				
3				
4				
5				
TOTAL ORIGINAL PROJECT				88,431.00

AMENDMENT(S)/CHANGE(S) TO PROJECTS

In Below Space, List Changes to Original Projects That Are Input Above (quantity and cost changes only):

Item No	Project Description (Include Quantity)	AEL Title	AEL No.	Total Cost
1	CAD-to-CAD Consulting Services	Data Exchange and Interoperability	13IT-00-DEXC	50,000.00
2	CAD-to-CAD Program Enhancement	Data Exchange and Interoperability	13IT-00-DEXC	38,341.00
3				
4				
5				
TOTAL PROJECT AMENDED/CHANGE				88,341.00

List Proposed New Projects Below (Include AEL title and number):

Item No	Project Description (Include Quantity)	AEL Title	AEL No.	Total Cost
1				
2				
3				
4				
5				
TOTAL PROJECT ADDED				-

List Projects to be Deleted Below (projects from original list to be removed):

Item No	Project Description (Include Quantity)	AEL Title	AEL No.	Total Cost
1	Cloud Hosting for Inland Empire Regional CAD Interoperability	Data Exchange and Interoperability	13IT-00-DEXC	88,431.00
2				
3				
TOTAL PROJECT DELETED				88,431.00

List De-Obligated Funds from Projects with Balances Below:

Item No	Project Description (Include Quantity)	AEL Title	AEL No.	Total Cost
1				
2				
TOTAL PROJECT DE-OBLIGATED				-

Write Brief Justification for Modification in the Space Below (use a separate sheet if necessary):

The original intent of the grant became unnecessary between the grant application and award when the vendor changed its pricing structure, no longer assessing the cloud-hosting fee. This frees up the grant for other critical CAD-toCAD related efforts requiring consulting services for a project to improve the platforms performance and an important program enhancement (IROC integration).

Authorized Agent Name: Dan Harker	To be completed by the County OES Grants Unit
Title: CONFIRE JPA Chair	Request No. _____
	Review/Approval _____
Signed: _____	By: _____
Date: 7/23/2024	Date: _____
MUST BE SIGNED BY AUTHORIZED AGENT	



NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

Department: MIS/Communications	Date: July 23, 2024
--	----------------------------

Supplier: National Public Safety Group (consultants)

Description of item:	Project management services for a CAD-to-CAD project designed to improve system performance.
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Total Cost: Not to exceed \$ 25,000	If Purchase is Over \$25,000 Per Vendor in a Fiscal Year: Department will complete form and attach it along with copies of all bid and quote information.
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Justification (Select That Applies)

Product	Service	Other
<input type="checkbox"/> Equipment/System Compatibility <input type="checkbox"/> Functional Specifications <input type="checkbox"/> Manufacturer/Publisher-Direct <input type="checkbox"/> Only Authorized Dealer	<input type="checkbox"/> Existing Agreement <input type="checkbox"/> Reimbursement to Owner <input checked="" type="checkbox"/> Specialized Credentials/ Expertise/ Training	<input type="checkbox"/> Cooperative Purchase <input type="checkbox"/> Emergency/Life or Property <input type="checkbox"/> Theft Mitigation <input checked="" type="checkbox"/> Timing Constraint <input type="checkbox"/> Government Mandated/Legal Requirement <input type="checkbox"/> Proprietary <input type="checkbox"/> Sole Source/Single Source

Please provide a detailed explanation for the Justification selected above.

CONFIRE is engaged in a project involving multiple stake holders that is important to improving the overall Performance of the Inland Empire Public Safety Operations Platform (IE PSOP CAD-to-CAD). Retaining a qualified consultant to assist with project management in the effort will help endure its timely and Successful completion (early 2025), while keeping in-house staff focused on other CAD-to-CAD related projects With looming deadlines. NPSG has excellent project management resources, CONFIRE has experience using this firm With positive results, they are available and able to meet the objectives of this effort in a timely manner.

	Signature	Print Name	Date
Submitted By:		Rana Gilani	7/17/24
Fiscal:		Damian Parsons	
Director:		Nathan Cooke	

Admin Chair:		Dan Harker (or designee)	
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Incomplete forms may result in Kissflow document being rejected

Justification Definitions for Non-Competitive Purchases

P R O D U C T	<p>Equipment/system compatibility – Equipment or system has same compatibility, interoperability, technical application as that currently owned by CONFIRE JPA. May be a situation where the vendor has specific knowledge of the system, CONFIRE JPA premises, operations or requirements. May result in reduced expenses for training/maintenance and added efficiency. changing would require significant additional funding or training of staff. Department may be asked to specify a definitive period of time after which a competitive process will be initiated. <u>Examples: software; keycard access; fire alarm/security systems.</u></p> <p>Functional specifications – Meets performance and quality requirements; other products lack one or more of the required material specifications.</p> <p>Manufacturer/publisher-direct – Has no distributor network or is less costly than purchasing through a distributor.</p> <p>Only authorized distributor – No other manufacturer-authorized distributor in geographical area can provide product.</p>
S E R V I C E	<p>Existing agreement – Essential in maintaining continuity of service. There is a significant cost benefit to CONFIRE JPA to stay with the vendor. <u>Example: To include new agencies in an ongoing contract.</u></p> <p>Reimbursement to owner – County reimbursing owner for service or product (provided by third party) paid for by owner pursuant to agreement. <u>Example: For employee hours spent as CONFIRE Liaison</u></p> <p>Specialized credentials/expertise/training (replaces specialized services) – Meets requirements for certification, credentials, experience, expertise, training as requested.</p>

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Cooperative Purchase – Purchase made through cooperative purchasing website approved by The Board of Directors.

Emergency/life or property threat mitigation - A purchase for: (i) the preservation of life or property, or (ii) if the Purchasing Agent or any assistant authorized to make purchases is not immediately available and the service, item or items, are immediately necessary for continued operation of the entity and undue delay would cause substantial loss to CONFIRE JPA.

Timing constraints – Compelling urgency; only vendor that can commit to delivery schedule of product/project/service. Departments are required to show that failure to meet such deadline will cause additional expense to CONFIRE JPA or jeopardize public health or safety.

Government mandated/legal requirement – Mandated by local, state, county, or federal agency with jurisdiction.

Proprietary item – Used, made or marketed by one having the exclusive legal right (patented, licensed, copyrighted, etc.)

Sole source/Single source – Only one provider/supplier exists to fulfill CONFIRE JPA requirement.

**INDEPENDENT CONTRACTOR AGREEMENT
FOR
Consulting Services for CAD to CAD Project**

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and NATIONAL PUBLIC SAFETY GROUP, LLC, a North Carolina limited liability company (“Contractor”) (together, they are referred to as “Parties,” and individually, as a “Party”).

RECITALS

1. CONFIRE is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services that are required.
2. CONFIRE is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by CONFIRE.
3. The Contractor is experienced in the selection, procurement, and implementation of public safety software, hardware, and related systems and offered to provide the CONFIRE and its affiliates with certain consulting services, and CONFIRE desires to receive the consulting services, subject to the terms and conditions set forth herein.

AGREEMENT

1. EXHIBITS

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance
- Exhibit E: Peraton/CONFIRE Agreement (Abridged)

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on July 23, 2024 (“Effective Date”).
- b. Commencement. This Agreement shall commence on the Effective Date and shall terminate upon completion of the agreed upon Scope of Work in Exhibit A and payment in full therefor by CONFIRE.

- a. Effect of Termination. The termination or expiration of this Agreement shall in no way affect or impair any right which has accrued to either Party prior to the date when such termination or expiration became effective. Upon the effective date of any termination or expiration of this Agreement, the Contractor shall immediately cease performing the Services, and, in the event of breach by CONFIRE, CONFIRE shall pay all the Consulting Fees to the Contractor. The provisions of Section 2, Section 3(b), Section 5, Section 6, Section 7, Section 8, Section 9, Section 10, and this Section 4(b) shall survive any expiration or other termination of this Agreement. Termination of this Agreement by either Party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement. Neither Party shall be liable to the other for damages of any kind solely as a result of terminating or expiration of this Agreement in accordance with its terms, and termination of this Agreement by a Party shall be without prejudice to any other right or remedy of such Party under this Agreement or applicable law.

3. **INDEPENDENT CONTRACTOR**

2. Engagement.

- a. Services. CONFIRE hereby engages the Contractor to perform the Services, as more particularly set forth on Exhibit A (as may be amended or supplemented pursuant to the terms of the Agreement from time to time) (collectively, the "Services"), and the Contractor hereby accepts the engagement and agrees to provide the Services. The Contractor and CONFIRE will mutually agree upon the method, details, and means of performing the Services.
- b. Performance of the Services.
- i. For each month during the Term (as defined below), the Contractor commits to dedicate its best efforts to render the Services, provided, however, that the Contractor shall work as many hours as may be reasonably necessary to timely render the Services pursuant to this Agreement.
 - ii. The Contractor shall render to CONFIRE and certain of its affiliates the Services in a timely and professional manner consistent with industry standards in accordance with this Agreement.
 - iii. The Contractor may subcontract certain portions of the Services or other obligations under this Agreement to parties whom or which the Contractor believes to be competent and professionally qualified therefor. In performing the Services, the Contractor agrees to provide its own personnel, equipment, tools and other materials at the Contractor's own expense.

iv. CONFIRE shall make its facilities and equipment available to the Contractor as reasonably necessary in connection with the Services.

3. Independent Contractor Relationship

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

4. SCOPE OF SERVICES

Contractor shall furnish to CONFIRE the services described in Exhibit A (“Services”).

5. COMPENSATION

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B (“Compensation”).

6. GENERAL TERMS AND CONDITIONS

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

7. INSURANCE

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

8. NOTICE

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

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

To Contractor:
National Public Safety Group, LLC
Attn: Jonathan Mims
Chief Executive Officer
124 Newington Way
Aberdeen, NC 28315

9. LIMITATION OF LIABILITY

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

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

CONSOLIDATED FIRE AGENCIES

Date: _____, 20__

By: _____

Print Name: _____

Its: _____

**NATIONAL PUBLIC SAFETY GROUP,
LLC**

Date: _____, 20__

By: _____

Print Name: _____

Its: _____

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

A. Overview

- a. Contractor will provide project management services to CONFIRE to support its role as the system administrator for the Inland Empire Public Safety Operations Platform (IE PSOP).

B. Specific Engagement: CAD to CAD Interface Rebuild

- a. Contractor understands the objectives for this project include:
- b. Peraton, Inc under an existing agreement with CONFIRE will replace the existing CAD to CAD Interop Adaptor currently installed between the CAL FIRE statewide gateway and the Central Square Unify Hub used by the Inland Empire Public Safety Operations Platform (IE PSOP).
- c. It shall be developed for and deployed in conjunction with the CAL FIRE Riverside County Unit (RRU).
- d. This rebuild shall be completed by the end of 2024.
- e. Completion includes full testing with use cases involving RRU, CONFIRE, AMR Riverside and Murrieta Fire, signed off by RRU and CONFIRE and the interface being in a live status on the IE PSOP Hub.

C. Project Parameters

- a. Peraton will develop the project plan and coordinate meetings to update status and coordinate with Central Square.
- b. Peraton will utilize the latest version of the Fusion adapter (API/SDK) provided by Central Square for this engagement.
- c. Central Square will provide a test environment and CAD simulator and enable access to the Peraton team to work on this development project independent of Central Square and CONFIRE.
- d. When appropriate Peraton may contact Central Square (Richard Williams and/or Eric Newton)

D. NPSG Roles and Responsibilities

- a. On behalf of the CONFIRE IE PSOP Project Coordinator, monitor and report on the progress of the project through regular meetings with appropriate team members from Peraton, CAL FIRE and Central Square.
- b. Work to ensure the agencies are on track doing their homework to ensure there is no project delay
- c. Work to ensure the Peraton is on track with their deliverables to ensure there is no project delay
- d. Work to make sure any showstopper items are identified and promptly resolved by the responsible party before becoming major issues
- e. Review and recommend approval of software invoices as requested by CONFIRE
- f. Work with the vendor to develop and communicate a detailed go-live plan
 - i. Ensure this plan includes the overall timeline for the event, products involved, agencies involved, roles and responsibilities, established

meeting dates/times, issue reporting and escalation process, transition to support and the communication plan

- g. Advise CONFIRE rep of any issue or problems with the project that may cause a delay in meeting the completion goal.
- h. Assist with coordinating and attend testing between interested parties which may include:
 - i. CAL Fire Riverside (RRU)
 - ii. CONFIRE
 - iii. Murrieta Fire (MUR)
 - iv. AMR Riverside (AMRXRI)
- i. Work with CONFIRE rep for final acceptance of the project.
 - i. Remain engaged post go live to ensure the interface is functioning as designed and there are no critical issues that need to be escalated.

EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

- a. In consideration for the timely execution of this agreement the Contractor shall be compensated an amount not to exceed \$24,927.00. This includes \$2,493.00 in travel costs if necessary.

B. Payment

- b. Payment Milestones. Upon execution of this agreement Contractor will bill CONFIRE monthly for six months in equal installments not to exceed \$4,154.43.
 - a. This may be adjusted accordingly should the project duration be less than six months.
 - c. Payments. Payments will be made by ACH. After contract signing, CONFIRE will receive a separate email with Contractor's ACH information for payment.
 - d. Late Payments are subject to a 1.5% interest fee per month on the outstanding late balance.
 - e. Taxes. The costs outlined in Exhibit B do not include any taxes – local, county, state, or federal. CONFIRE is responsible for paying all taxes on the services provided by the Contractor. If Contractor is required to pay applicable taxes for CONFIRE's specific jurisdiction, those will be invoiced to CONFIRE. If CONFIRE is tax-exempt, a tax-exempt certificate is required by the Contractor. Otherwise, the Contractor will pay all applicable taxes to the appropriate entities, which CONFIRE will be required to reimburse to Contractor. For clarity, Contractor is responsible for paying Contractor's income taxes – state and federal – as applicable, arising from the services provided in this agreement.
- C. Extension of Consulting Services. CONFIRE may request that Contractor provide additional or extended services at any time. The Parties acknowledge and agree that fees for additional services shall be provided at Contractors then current rates and terms. Additional services, fees and terms will be agreed upon in writing between the Parties.

EXHIBIT C to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to CONFIRE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by CONFIRE as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
4. **TERMINATION.**
 - a. **Without Cause by CONFIRE.** CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
 - b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.
 - c. **With Cause by CONFIRE.** CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the Contractor; or
 - (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
 - d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by CONFIRE; or
 - (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
 - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.
 - e. Upon termination, Contractor shall provide CONFIRE with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
5. **INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.**
 - a. **Generally.** To the furthest extent permitted by

California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:

- (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, Contractors, subContractors, Contractors, or subContractors; **or**
- (2) arises out of, pertains to, or relates to the performance of this Agreement

b. **Indemnified Parties, Defined.** The “Indemnified Parties” are CONFIRE, its officers, Contractors, employees, and trustees.

c. **Claim, Defined.** A “Claim” consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney’s and Contractors’ fees and causes of action to property or persons, including personal injury and/or death, except that:

- (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a “Claim” shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor; and
- (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a “Claim” shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.

d. CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor’s expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.

6. NON-DISPARAGEMENT

a. **Contractor.** The Contractor agrees to instruct its members and employees to refrain from any disparaging statements (including, but not limited to, statements that amount to libel or slander) (i) about CONFIRE or any of its officers or employees or (ii) that pertain to any personal or confidential matters that may cause embarrassment to CONFIRE or any of its employees or officers; provided, however, that the foregoing restrictions shall not apply to any testimony that the Contractor is compelled by

law to give (whether written or verbal).

b. **CONFIRE.** CONFIRE agrees to instruct its officers and employees to refrain from any disparaging statements (including, but not limited to, statements that amount to libel or slander) (i) about the Contractor or any of its members or employees or (ii) that pertain to any personal or confidential matters that may cause embarrassment to the Contractor or any of its employees or members; provided, however, that the foregoing restrictions shall not apply to any testimony that CONFIRE is compelled by law to give (whether written or verbal).

7. **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.

8. WARRANTIES

a. **Authority.** The Contractor represents, warrants, and covenants to CONFIRE that the Contractor has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consent or approval not yet obtained.

b. **No Implied Warranties.** CONFIRE agrees that (i) the Contractor is not the manufacturer, distributor, or developer of any of the products or services subject to the Services (collectively, the “Third-Party Products”), (ii) the warranties and representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications) are those of the manufacturer, distributor, or developer thereof and not the Contractor, and (iii) the Contractor bears no obligation or liability related to or resultant from the warranties or representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications). **THE WARRANTY SET FORTH IN SECTION 6(A) IS THE ONLY WARRANTY MADE BY THE CONTRACTOR HEREUNDER. THE CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

9. **LIMITATION ON LIABILITIES UNDER NO CIRCUMSTANCE SHALL THE CONTRACTOR’S LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY ORDER**

OR OTHER AGREEMENT BETWEEN THE CONTRACTOR AND CONFIRE OR THE CONTRACTOR'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE CONSULTING FEES PAID IN THE PREVIOUS TWELVE MONTHS BEFORE TERMINATION. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE OR GOODWILL, WHETHER OR NOT THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. This limitation of liability represents an allocation of risks between CONFIRE and the Contractor, which allocation is reflected in the Consulting Fees. CONFIRE acknowledges that the amount of the Consulting Fees reflects and incorporates the disclaimer of warranties and limitation of liability and remedies set forth herein (without which the Consulting Fees would have been substantially higher). Further, without limitation upon the generality of any other provision hereof, the remedies of CONFIRE shall be limited to the refund of the Consulting Fees.

- 10. 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.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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).

- 16. 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.
- 17. EVALUATION OF CONTRACTOR AND SUBORDINATES.** CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:
- 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)
- 18. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.
- 19. 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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

- 27. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. PIGGYBACKING.** To the extent allowed by applicable law, any public procurement unit, within or without CONFIRE's state, that is permitted to purchase services and products under the terms of a contract entered into by another awarding or sponsoring public procurement unit ("Piggybacking"), the Parties shall permit other public procurement units to Piggyback on this Agreement for the purchase of the services and products provided hereunder; provided, however, that, notwithstanding any other provision of this Agreement or otherwise, any agreement that relies on Piggybacking of this Agreement shall (a) be subject to acceptance by Contractor in its sole and absolute discretion, (b) be subject to the execution and delivery of all applicable contracts on terms and conditions acceptable to Contractor in its sole and absolute discretion, and (c) include a provision under which CONFIRE thereunder shall defend, indemnify and hold Contractor harmless from all claims, demands, expenses, and causes of actions,

of every kind, arising out of, or in any way connected to, directly or indirectly, the use of this Agreement.

33. As per Code of Federal Regulations (CFR) 2 C.F. R. 200.317 - 200.326 and Title 44 Emergency Management and Assistance, Part 13, Subpart C, Section 13.36 (i) 1-13. 9 of the 13 relevant provisions are included below:

(1) Administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate (Contracts more than the simplified acquisition threshold).

(2) Termination for cause and for convenience by the grantee, subgrantee or subrecipient including the manner by which it will be affected and the basis for settlement (All contracts in excess of \$10,000).

(3) Notice of awarding agency requirements and regulations pertaining to reporting.

(4) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(5) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(6) Access by the grantee, the subrecipient, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(7) Retention of all required records for three years after grantees or subrecipients make final payments and all other pending matters are closed.

(8) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

(9) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance

with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

- 34. DEBARMENT.** Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549
- 35. FEDERAL AUDIT.** Contractor shall provide CONFIRE, any person granting funds to CONFIRE to fund this Contract, any Federal granter agency when funds are granted to CONFIRE to fund this contract, the Comptroller General of the United States, or any of their duly authorized representatives with access to its books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records shall be retained for no less than three (3) years after final payment is made under this Agreement.
- 36. Federal Grant Specific Requirements**
- a. Must conform with applicable contract provisions contained in 2 CFR 200, Appendix II - Contract Provisions for Non Federal Entity Contracts Under Federal Awards (Exhibit E).
 - b. The award will not be made to any party debarred, suspended, or otherwise excluded from participation in federal assistance programs. Vendor must be registered and will be checked against the Federal Debarment List (www.sam.gov). Please note a UEI number is required to register on the SAM web site.
 - c. Local preference does not apply.

**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 \$1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$1,000,000 \$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000

2. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to CONFIRE and approved by CONFIRE. Certificates and insurance policies shall include the following:
 - 2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to CONFIRE, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 2.3. An endorsement stating that CONFIRE and contracting agencies and member agencies of CONFIRE, and their representatives, employees, trustees, officers, Contractors, 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**

**AGREEMENT FOR PROFESSIONAL SERVICES
CAD TO CAD FUSION ADAPTER INTEGRATION FOR THE
INLAND EMPIRE PUBLIC SAFETY OPERATIONS PLATFORM (IE PSOP)
(ABRIDGED)**

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

RECITALS

4. CONFIRE is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services that are required.
5. CONFIRE in its capacity as System Administrator for the Inland Empire Public Safety Platform (IE PSOP) is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by CONFIRE.

AGREEMENT

10. EXHIBITS

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

11. EFFECTIVE DATE AND TERM

- a. This Agreement is effective upon both parties signature on this agreement (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) until the project is completed and accepted by CONFIRE.

12. INDEPENDENT CONTRACTOR

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

13. SCOPE OF SERVICES

Contractor shall furnish to CONFIRE the services described in Exhibits A ("Services").

14. COMPENSATION

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B ("Compensation").

15. GENERAL TERMS AND CONDITIONS

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

16. INSURANCE

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

17. NOTICE

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

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

To Contractor:
Peraton, Inc
Attn; Cindy Williams,
Contract Administrator
12975 Worldgate Drive
Suite 7322
Herndon, VA 20170

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

Peraton Responsibilities

1. Peraton Project Manager will provide a schedule that will be followed for the development, testing & go-live for this project. The project schedule will be reviewed and approved by all parties at the project kickoff meeting.
 - a. Peraton will schedule a project kickoff meeting at receipt of purchase order or fully executed contract. The kickoff meeting will include all parties, including CONFIRE, Central Square, and Peraton.
 - b. Peraton is requesting the kickoff meeting be scheduled in June 2024 to enable all parties to review the Central Square API documentation, document key resources from each participating agency, and finalize implementation schedule.
2. Peraton will develop a new interface to the Peraton CAD-to-CAD Gateway utilizing the requirements details in the Central Square Fusion Adapter API.
3. Peraton will test utilizing a test gateway or CAD-to-CAD simulator to confirm CAD-to-CAD messages are being sent and received between Peraton Gateway and Central Square Hub.
4. Peraton will make the required changes in the CAL FIRE Riverside CAD-to-CAD Test Gateway to enable testing between the new Fusion Adapter and the Riverside Altaris™ CAD.
5. Peraton will schedule facilitate the project Go-Live
 - a. Once all issues identified in item 4 above are resolved, Peraton will make the required changes in the CAL FIRE Riverside CAD to CAD Production Gateway to enable testing between the new Fusion Adapter and the Riverside Altaris™ CAD. Testing will include an end to end test to and from Riverside and the applicable agencies within the CAD-to-CAD federation.
6. Peraton will schedule facilitate the project Go-Live
7. No training is provided by Peraton as part of this project.

CONFIRE Responsibilities

1. Provide a dedicated single point-of-contact to work with and coordinate all interface activities and communication with the Peraton project manager, including (but not limited to) requesting and coordinating with Central Square, CAL FIRE, and any 3rd-party vendors or agencies as required.
2. Engage appropriate resources as needed to resolve any networking, IP addresses, firewall, and any other related issues specific to communications to and from the Central Square Hub.
3. Ensure qualified personnel are available for interface testing and final acceptance testing.
 - a. Personnel will include dispatch staff to be available throughout the project to assist in testing.

4. Contract directly with Central Square for any costs associated with Central Square. Including, but not limited to product purchase, labor related to deployment, testing & go live, maintenance support, and any additional fees related to the adapter change.
5. Provide Project Acceptance.

Failure to satisfy the requirements as identified above per the mutually agreed to schedule will entitle Peraton to request equitable adjustment if cost or schedule impacts are incurred as a result.

Project Completion Acceptance Criteria

Acceptance of the Fusion Adapter interface shall occur once the adapter has been developed, tested, and successful completion of CAD-to-CAD transactions are performed between CAL FIRE RRU and the Central Square Hub.

Assumptions

- No hardware, third party software, or training is included.
- All work including installation, integration and testing will be performed remotely.
- Remote access to the necessary CAL FIRE RRU environments is available through the existing CAL FIRE domain VPN access.
- Central Square will provide access to the Fusion Adapter in the Central Square as needed for Peraton to perform installation & testing of the interface.
- Peraton is not procuring or managing any Central Square or other third-party licenses or installations in support of this effort.

**EXHIBIT B
to AGREEMENT FOR SERVICES**

COMPENSATION

A. Compensation

Not to exceed the sum of **\$116,499.00**.

B. Payment

- a. Schedule
 - At Issuance of Purchase Order (50%) **Total Due \$ 58,249.50**
 - At Completion of Interface (35%) **Total Due \$ 40,774.65**
 - Go Live & Acceptance (15%) **Total Due \$ 17,474.85**

- b. Process

Payment shall be made by CONFIRE within 30 days of the receipt of an invoice from Peraton.



CONFIRE

STAFF REPORT

DATE: July 17, 2024

**FROM: Damian Parsons
Finance/Admin Director**

TO: Administrative Committee

SUBJECT: Wittman Contract Amendment

Recommendation

Approve an amendment to the Wittman Enterprises, LLC contract for EMS billing services.

Background Information

On December 5, 2023, the Board of Supervisors awarded CONFIRE EMS and Mobile Health the contract for ground ambulance services for eleven exclusive operating areas in the county, known as the comprehensive service area. CONFIRE EMS is scheduled to start ground ambulance transportation services on October 1, 2024.

On November 28, 2023, the Administrative Committee approved a contract for services with Wittman Enterprises, LLC for 3rd-party billing services to support cost recovery of the EMS Division and ambulance operation. The contract is set to expire on September 30, 2024, unless it is extended through a contract amendment.

An amendment was negotiated with Wittman Enterprises and our legal counsel, Kingsley Bogard, for a contract extension of three (3) years, from October 1, 2024 to September 30, 2027, with two (2) one-year options for extension. The amendment includes improved terms and rates.

Fiscal Impact

The fiscal impact of this recommendation is estimated to be an annual cost savings of \$400,000 in expenses to the EMS Fund (5020).

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

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

RECITALS

1. WHEREAS Public Contract Code section 10298 permits CONFIRE to utilize alternative procurement processes.
2. WHEREAS the City of Chula Vista in 2020 engaged in a Request for Proposal (RFP) P04-20/21, EMS Billing and Collection Services, pursuant to Chula Vista Municipal Code section 2.56.080 and identified Contractor as the most qualified among those submitting.
3. WHEREAS the City of Chula Vista and Contractor entered into an agreement that provided the following provision: Public Agency Participation (e.g. city, county, public corporation, political subdivision, school district, or water authority) may want to participate in this award of this contract based on RFP P04-20/21.
4. WHEREAS CONFIRE utilized the “Public Agency Participation” allowed for in the agreement between Wittman and the City of Chula Vista.
5. WHEREAS, CONFIRE and Contractor entered into an Independent Contractor Agreement (“Agreement”) that bound the parties to the terms and conditions set forth in the agreement between the City of Chula Vista and Wittman and entered into pursuant to RFP P04-20/21, in addition to “Additional Terms and Conditions” identified in Exhibit B to the Independent Contractor Agreement.
6. WHEREAS, CONFIRE and Contractor entered into this First Amended and Restated Agreement in accordance with Paragraph 25, entitled “Modification”, of Exhibit B to the Agreement.

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

AGREEMENT

1. EXHIBITS

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

Exhibits include:

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

2. ORDER OF PRIORITY AND SUBSTITUTION

- a. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) The body of this First Amended Agreement; (2) Exhibit B, Terms and Conditions Specific to CONFIRE; (3) Exhibit C Additional Terms and Conditions; (4) Exhibit A, Piggyback Contract.
- b. In Exhibit A, Piggyback Contract the term City shall be substituted with CONFIRE.

3. EFFECTIVE DATE AND TERM

- a. This First Amended Agreement is effective on October 1, 2024 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) [September 30, 2027, three years after effective date].
- c. The Parties may mutually agree in writing to extend this First Amended Agreement for two (2) additional one (1) year terms.

4. INDEPENDENT CONTRACTOR

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

5. SCOPE OF SERVICES

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

6. COMPENSATION

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

7. ADDITIONAL TERMS AND CONDITIONS

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

8. INSURANCE

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

9. NOTICE

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

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

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

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

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

10. LIMITATION OF LIABILITY

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

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

CONSOLIDATED FIRE AGENCIES

WITTMAN ENTERPRISES, LLC

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

EXHIBIT A
to FIRST AMENDED AND RESTATED AGREEMENT

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

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

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

RECITALS

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

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

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

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

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

OBLIGATORY PROVISIONS

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

1. SERVICES

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

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

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

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

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

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

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

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

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

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

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

2. COMPENSATION

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

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

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

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

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

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

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

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

3. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. INDEMNIFICATION

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

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

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

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

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

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

5. FINANCIAL INTERESTS OF CONTRACTOR.

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

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

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

6. REMEDIES

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

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

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

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

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

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

7. OWNERSHIP AND USE OF WORK PRODUCT

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

8. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

**SIGNATURE PAGE
CONTRACTOR SERVICES AGREEMENT**

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

WITTMAN ENTERPRISES, LLC

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

CITY OF CHULA VISTA

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

ATTEST

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

APPROVED AS TO FORM

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

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contacts for Contract Administration and Legal Notice

A. City Contract Administration:

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

For Legal Notice Copy to:

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

B. Contractor Contract Administration:

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

For Legal Notice Copy to:

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

2. Required Services

A. General Description:

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

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

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B. Detailed Description:

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

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

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

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

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

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

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

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

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

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

4. Compensation:

A. Form of Compensation

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

B. Reimbursement of Costs

None, the compensation includes all costs

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

5. Special Provisions:

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

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

Security for Performance: None

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

EXHIBIT B INSURANCE REQUIREMENTS

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

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

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

EXHIBIT C CONTRACTOR CONFLICT OF INTEREST DESIGNATION

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

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

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

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

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

1. Required Filers

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

2. Required Filing Deadlines

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

3. Filing Designation

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

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

Completed by: Emily Folker

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

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

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

**EXHIBIT B
to FIRST AMENDED AND RESTATED AGREEMENT**

TERMS AND CONDITIONS SPECIFIC TO CONFIRE

A. SCOPE OF SERVICES

1. Transports: Scope of Services and Responsibilities

CONTRACTOR: *shall perform the services as listed in Exhibit A, pages 12-17 for CONFIRE.*

CONFIRE: *shall have the following responsibilities to CONTRACTOR:*

- a. Provide CONTRACTOR with the proper documentation necessary to prepare claims and reach final adjudication;
- b. Provide CONTRACTOR with any correspondence from the fiscal intermediaries, insurance, attorneys, and patients, in order for CONTRACTOR to perform proper follow up of outstanding billings and proper posting and tracking of accounts receivable;
- c. Following CMS signature rules, obtain patient signature or patient representative signature on trip PCR, or indicate why unable to obtain signature.

2. Inter-Facility Transports: Scope of Services and Responsibilities

CONFIRE: *in addition to all Transport Documentation requirements, set forth above in Paragraph A.1. CONFIRE shall obtain, verify, and provide the following to CONTRACTOR.:*

- a. A complete PCR via ImageTrend auto-export on a daily basis;
- b. A clear and complete copy of the PCS at the same time as the PCR (including, but not limited to, appropriate signatures, payor-specific payor PCS form requirements, etc.)
 - i. The completed PCR must substantiate the associated PCS with documentation that confirms the need for the patient transport;

CONFIRE further agrees that:

- a. Prior to transport, complete authorization shall be obtained for Inter-Facility-Transports;
- b. Lack of a correctly completed and/or payor-specific PCS, and/or the appropriate PCR, may result in the incident being downgraded to a lower rate transport and/or denial of claim. No further billing processing will occur.

B. COMPENSATION

1. Contractor Billing Rates

a. Transports*

2.95% of net collections as set forth below in Paragraph 2.B.

b. IFT (Inter-Facility Transports)

3.25% of net collections as set forth below in Paragraph 2.B.**

** Upon CONFIRE’s separation from, or the discontinuance of, the PPGEMT-IGT program, the Contractor’s compensation rate shall be increased, as mutually agreed to between the parties, effective the next monthly billing cycle.*

*** At the end of the first 18 contract months inclusive of IFTs, Parties agree to evaluate mutually this portion of the program for efficiencies and pricing considerations.*

NOTE: This Compensation does not include any optional services (Non-transports, Notices of Privacy Practices, Patient Surveys, Membership Program, etc.). These options are available for future consideration and would be negotiated separately as contract amendment(s).

2. ICEMA-Approved Rates for Ambulance Services

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 C
to FIRST AMENDED AND RESTATED AGREEMENT
ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

reasonable control.

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

**CONFIRE****STAFF REPORT****DATE: July 23, 2024****FROM: Nathan Cooke, Interim Director****BY: Damian Parsons, Finance/Administrative Director****TO: CONFIRE Administrative Committee**

SUBJECT: Addition of Two Full-Time Regular Status Communication Positions

Recommendation

Authorize the addition of two full-time regular status positions, Emergency Services Dispatcher and Call Taker.

Background Information

CONFIRE previously utilized four Public Services Employees (PSEs) to perform emergency dispatch duties on a part-time basis. These positions were eliminated during the 2024-25 budget process. While these part-time employees provided essential dispatch services, the nature of their part-time status led to several challenges, including but not limited to:

- inconsistent scheduling which made it difficult to create a consistent and reliable schedule and results in gaps in coverage or a reliance on overtime.
- accountability issues as it was challenging to maintain uniform standards of accountability and performance.
- lower service quality as four part-time employees' understanding of the systems and procedures was seldom consistent among the four of them.

CONFIRE recommends the addition of a full-time regular status Emergency Services Dispatcher position and a Call Taker position to offset the increase in workload due to the elimination of the four part-time positions. The replacement of the four part-time positions with two full-time positions will improve accountability by allowing for more effective management through better oversight and consistency in service delivery and will improve service quality by ensuring standards are met consistently as a dedicated dispatcher and call taker will be more proficient in their duties, leading to improved

response times and overall quality for 911 calls. This strategic move will ensure that we continue to provide the highest level of service to the public.

Fiscal Impact

The four PSE positions were not included in the 2024-25 budget. The additional fully encumbered costs of the full-time regular status Emergency Services Dispatcher position is \$108,660 and \$79,387 for the Call Taker position for a total cost of \$188,047, which will be funded this year with salary savings from existing Communication vacancies. The vacancy rate is currently at 11%. In 2025-26, the costs for these positions will be funded by Universal Cost Per Call revenues.


CONFIRE

STAFF REPORT

DATE: July 23, 2024

FROM: Nathan Cooke, Interim Director

TO: Administrative Committee

SUBJECT: Cost Apportionment for Non-Emergency Call Types

RECOMMENDATIONS

1. Discontinue the current practice of excluding the non-emergency calls listed in Attachment A from each agency's annual call count as used for cost apportionment of CONFIRE's annual operating budget of universal costs.
2. Direct staff to establish contracts with San Bernardino County Dept. of Public Health and San Bernardino County Road Dept. to reimburse CONFIRE for dispatching services annually on a cost-per-call basis.
3. Direct staff to negotiate with ICEMA for a cost-per-call reimbursement requirement for privately operated air medical transport agencies that receive dispatching services from CONFIRE.

BACKGROUND

At the January 2024 Administrative Chiefs meeting, staff brought forward a proposal to change the method by which certain non-emergency call types were billed to both CONFIRE and non-CONFIRE agencies. The purpose was to ensure that costs associated with processing calls were distributed among participating agencies in a fair and equitable manner. Prior to this proposal, some non-emergency calls were not included in the annual calculations of fees for each participating agency. This resulted in the cost of processing these calls for one agency being spread among all agencies instead of the agency of origin. During the discussion of this proposal, the Chief's decided that more analysis would be beneficial and directed staff to facilitate an ad hoc committee of Admin. Chiefs members to review options and bring back recommendations to the administrative group. This committee convened in May 2024 and developed the recommendations herein.

After evaluating the calls that are currently not billed for, the committee developed recommendations to include the calls as outlined in Attachment A. This also includes recommendations for recovering some of the costs for dispatching resources for non-CONFIRE agencies. The resulting impact for CONFIRE agencies can be determined by using the process described in the CONFIRE JPA agreement Section 7 for fiscal contribution. In summary, this process takes the total number of billable calls in each member's jurisdiction and uses it to establish their percentage of total billable calls processed by CONFIRE. Each agency's percentage is then

applied to the total projected operating budget of universal costs for the coming fiscal year to establish the dollar amount they will be required to pay. This can be further broken down to cost-per-call by dividing the billed amount by the total call volume. While cost-per-call is the product, not the foundation of the billing calculation, it can be used as a guide for billing outside agencies that CONFIRE provides service for.

The application of these recommendations would be different for CONFIRE and Non-CONFIRE agencies. For CONFIRE agencies, the previously non-billed calls in a jurisdiction would now be added to their total call volume. Since the billing formula is based on established universal operating costs, this does not introduce any additional revenue for CONFIRE. It will, however, result in a redistribution of costs since the previously non-billed calls will be assigned the jurisdiction that generated the call instead of spreading the costs equally across each agency (See Table 1).

Table 1: Percentage of call volume based on calendar year 2023.

Jurisdiction	Current # of Incidents	% of Total	Added Incidents	New % of Total
San Bernardino County	132,607	53.45%	2,014 ^a	53.23%
VictorvilleFD	23,682	9.54%	216	9.45%
RanchoCucamonga	18,346	7.39%	17	7.26%
ChinoValleyFD	13,373	5.39%	80	5.32%
AppleValley	12,671	5.11%	2,123 ^a	5.85%
Rialto	11,933	4.81%	74	4.75%
Redlands	11,838	4.77%	13	4.69%
Colton	7,506	3.03%	35	2.98%
MontclairFD	4,799	1.93%	8	1.90%
Loma Linda	4,412	1.78%	206	1.83%
Big Bear Fire	3,622	1.46%	6	1.43%
San Manuel FD	1,953	0.79%	-	0.77%
Baker Ambulance	748	0.30%	-	0.30%
Running Springs	624	0.25%	20	0.25%
Total	248,114	100%	4,812	100.00%

a: The majority of these calls are for burn permits. Apple Valley has already started implementation of an automated process that would eliminate these calls going through dispatch. As this occurs, the percentages for each agency will change again slightly.

For non-CONFIRE agencies, the committee recommends charging on a per-call basis to certain agencies. In these cases, the cost-per-call amount mentioned earlier would represent fair and appropriate compensation. Some of these charges will represent new revenue for CONFIRE from agencies that did not previously participate in any cost sharing with CONFIRE. One of these is the County Department of Public Health, who uses our services to manage call-out notifications.

Another is for uncompensated services that CONFIRE provides for is dispatching private medical air transport resources. While these services often coincide with CONFIRE ground unit responses, the function of coordinating the resource is impactful and justifies appropriate compensation. In calendar year 2023, there were a total of 485 private helicopter dispatches through CONFIRE's comm center, which could generate as much as \$22,000 annually in cost recovery. Because the LEMSA regulates medical air transport in the county, the committee recommends that CONFIRE meet with ICEMA and negotiate a cost-per-call framework for cost recovery.

FISCAL IMPACTS

As mentioned, non-emergency calls that are added and apportioned to the home agency will not have a fiscal impact on CONFIRE's operating budget. However, it will impact the amount each agency pays based on how many non-emergency types calls each agency has (See table 1).

If CONFIRE begins charging non-CONFIRE agencies for services, staff projects a potential for approximately \$2,000 annually from San Bernardino County Department of Public Health, and approximately \$22,000 from private medical air transport companies assuming ICEMA gives approval for the proposed cost recovery. While the recommendations include formalizing a contract with San Bernardino County Road Department, CONFIRE is currently collecting reimbursements from them that are approximately the same as what the proposed cost-per-call method would be, so no new revenues would be realized.

ATTACHMENT A

Description of Non-Emergency Call Types.

GHZ – Hazardous Materials Inc

This code is used when non-emergency Haz-Mat resources are requested to evaluate illegal use or disposal of potentially hazardous products. These typically result in a response from a county haz-mat resource or contact of appropriate resources to deal with the call. These differ from haz-mat emergency response calls that pose an immediate threat to life and/or property. In Table 1, the number of Haz-mat calls for County Fire (BDC) includes calls in their jurisdiction and calls in the county that are not in any CONFIRE jurisdiction (e.g. Ontario, Barstow).

Recommendation: Begin adding these calls to the appropriate agency's total billable calls on January 1, 2025.

GLAW – Law Enforcement Incident

This code is used when a fire investigator or SWAT Medic is assigned to an incident. Any reimbursement would be charged to the jurisdiction where the resources responded to.

Recommendation: Begin adding these calls to the appropriate agency's total billable calls on January 1, 2025.

GLL – Loma Linda City Inc

This code is used to facilitate contact with various Loma Linda City resources (not necessarily fire) to respond to non-emergency requests.

Recommendation: Begin adding these calls to Loma Linda FD's total billable calls on January 1, 2025.

GPH – Public Health Incident

Any incident where the Public Health Department has to be notified. These include notifications of communicable diseases, emergency death certificates, commercial food problems, re-opening of a restaurant after discharge of fire extinguishers, bee problems, problems at apartment complexes such as sewer issues, rodent/insect infestation etc. and other various Public Health related issues. Because these requests generally require dispatchers to make telephone calls to the on-duty public health officer, it is recommended that CONFIRE bill County DPH for this service.

Recommendation: Meet with the County Public Health Department to establish a service contract where they would pay CONFIRE at the cost per call rate for each call beginning January 1, 2025.

GRD – Road Department Inc

This code is used when reports of road hazards on county roads come into Comm Center. These reports are subsequently transferred to a designated contact to mitigate the problem. There is currently an agreement in place to bill the County for these services. It is recommended that this agreement be updated to ensure that the terms are in line with what other agencies are paying for this service.

Recommendation: Formalize the process by which County Road Department currently compensates CONFIRE for dispatching services to have continuity with other contracts for dispatching outside agencies.

GMI – Miscellaneous Govt Inc

Although this code has been used for a variety of non-emergency requests, over 80% of the calls involve notification or hospital redirect status. This includes any incident entered into the ReddiNet system where a request has been made to Comm Center to poll the hospital(s) for bed availability that is out of our agency/dispatch jurisdiction. As a normal function of the EMS call continuum, these redirects are not included for any additional charges. However, the remaining calls represent dispatcher intervention and are therefore included. For the chart in Table 1, only non-redirect calls are included in this category.

Recommendation: Begin adding calls of this type that do not include redirect notification to the appropriate agency's total billable calls on January 1, 2025.

GBP – Burn Permit

Burn permits are issued through the AHJ for the areas where the permitted burning is to take place. CONFIRE is not involved in the issuing of permits. However, CONFIRE dispatch is advised when a burn is going to take place so that 911 calls for smoke in the area can be appropriately dealt with by dispatchers. This requires the call taker to create a CAD incident and enter the details of each permitted burn event. This ultimately reduces unnecessary responses and associated costs for agencies where the calls originate. Burn periods are typically between 0600 and 1200 hrs.

Recommendation: Begin adding these calls to the appropriate agency's total billable calls on January 1, 2025.

GAT – Alarm Testing

This code is used when a fire alarm system is being tested for community risk reduction purposes. These are generally initiated by fire department employees so that the alarm activation does not generate a false response. This requires the call taker to create a CAD incident and enter the details of each permitted planned alarm activation event.

Recommendation: Begin adding these calls to the appropriate agency's total billable calls on January 1, 2025.

HELO – Helicopter Resources

CONFIRE assists in coordinating helicopter responses from private providers throughout the county. When these resources are dispatched to a CONFIRE incident, information is gathered and confirmed by dispatchers and an incident is generated in CAD. Since the vast majority of these calls also involved the dispatch of additional CONFIRE units, the agency from where the incident occurred is already being billed. However, Admin. Chiefs could consider an additional charge to the air transport company to further offset costs.

Recommendation: Meet with the ICEMA to establish a requirement for private air medical transport providers to pay CONFIRE at the cost per call rate for each call beginning January 1, 2025.