



## ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, OCTOBER 25, 2022 – 1:30 PM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

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### AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, October 25, 2022 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](mailto:lberry@confire.org)

### CALL TO ORDER

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

## **PUBLIC COMMENT**

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

## **INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST**

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

## **CONSENT ITEMS**

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

1. Approve Administrative Committee Minutes of September 13, 2022
2. CONFIRE Financial Statements  
FY2022-23 CONFIRE Operations Statement as of September 2022  
FY2022-23 Fund Balance Report as of September 2022
3. 2022 YTD Call Summary
4. 2022 YTD Answering Times
5. CONFIRE - Billable Incidents

## **DIRECTOR REPORT**

6. Staffing Situation Update  
-Emergency Measures - Discussion

## **COMMITTEE REPORTS**

- a. Support Committee Report/MIS Updates - Blessing Ugbo  
-Image Trends Update  
-GIS Presentation

- b. Ops Chief Committee Report - Chief Bruner
- c. CAD to CAD

## **OLD BUSINESS**

- 7. Assistant Director of Communications Job Classification - **Action Item**

**ACTION REQUEST:** Approve job classification for a proposed Assistant manager position, including salary range and associated adjustment to Director salary.

## **NEW BUSINESS**

- 8. FY 22-23 REMSA Renewal Contract - **Action Item**

**ACTION REQUEST:** Approve FY 22-23 REMSA Renewal Contract as presented.

- 9. San Bernardino County Response Treatment and Transport Committee (RTT) Update - Mat Fratus and Harris Koenig - **Action Item**

**ACTION REQUEST:** Approve use of data by RTT as presented.

- 10. Interim Director Transition - **Action Item**

**ACTION REQUEST:** Approve Interim Director Transition as presented.

- 11. November and December meeting dates - Discussion

## **ROUND TABLE**

### **CLOSED SESSION**

Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to Government Code section 54956- 9(b): One potential case.

Conference with Legal Counsel - Existing Litigation

Pursuant to Government Code section 54956.9(a), the Administrative Committee will meet in closed session to receive an update on litigation to which CONFIRE is a part. (PERB Case No. LA-CE-1561-M)

### **ADJOURNMENT**

#### **Upcoming Meetings:**

Next Regular Meeting: November 15, 2022 at 1:30 p.m.





## ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, SEPTEMBER 13, 2022 – 10:00 AM

TEAMS

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### MINUTES

#### ROLL CALL

##### **ADMINISTRATIVE COMMITTEE MEMBERS:**

Chief Jeff Gillette for Chief Dan Harker/Chairperson, Loma Linda Fire Department  
Chief Rich Sessler/Vice-Chairperson, Redlands Fire Department  
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  
Chief Dan Munsey, San Bernardino County Fire - *Absent*  
Chief Brian Fallon, Victorville Fire Department - *Absent*

#### CALL TO ORDER

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

#### PUBLIC COMMENT

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

#### INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

*No conflicts were announced.*

#### CONSENT ITEMS

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

1. Approve Administrative Committee Minutes of August 23, 2022

*Motion to accept all items on Consent*

*Motion by: Chief Mike McCliman*

*Second by: Chief Tim McHargue*

*Chief Jeff Gillette (1) - Yes*

*Chief Rich Sessler (1) - Yes*

*Chief Buddy Peratt (1) - Yes*

*Chief Dave Williams (1) - Yes*

*Chief Brian Park (1) - Yes*

*Chief Dan Munsey (4) - Absent*

*Chief Brian Fallon (1) - Absent*

*Yes- 7*

*No- 0*

*Abstain- 0*

*Absent- 5*

## **DIRECTOR REPORT**

*Introduction of new Assistant Director Alisha Johnson.*

### **2. Staffing Situation Update**

- *5 new employees starting Sept. 24th.*
- *HR is promising a more streamlined process for hiring.*
- *Labor negotiations are near completion.*

## **COMMITTEE REPORTS**

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

*-Image Trends Project Update – Blessing Ugbo/Brian Nickels*

- *Continuing to evaluate the feasibility of migrating over to Image Trends*
- *Benefits: the ability to own and manage agencies data, forms that can be modified, included cybersecurity and 24/7 support.*

*A detailed staff report will be presented at the October Admin. Chiefs Meeting.*

### **b. Ops Chief Committee Report – Chief Bruner**

*Chief Bruner is out on a strike team, Chief Nathan Cook reported 3 activations of the ECC System which is working well.*

### **c. CAD to CAD – Mike Bell**

- *Go live for Cal Fire Riverside pushed back 1 week to 9/21.*
- *Riverside Fire and CONFIRE go live 9/21.*

## **OLD BUSINESS**

### **3. Ambulance RFP Update**

-Governance Sub-Committee Report

*Policy on how to govern the EMS Division completed. The committee continues to meet weekly.*

-Approve Admin Committee Policy 6.002: EMS Division Subsidiary Committee –  
**ACTION ITEM**

*Motion to approve Admin. Committee policy 6.002: EMS Division Subsidiary Committee.*

*Motion by: Chief Tim McHargue*

*Second by: Chief Mike McCliman*

*Chief Dan Harker (1) - Yes*

*Chief Rich Sessler (1) - Yes*

*Chief Buddy Peratt (1) - Yes*

*Chief Dave Williams (1) - Yes*

*Chief Brian Park (1) - Yes*

*Chief Dan Munsey (4) - Absent*

*Chief Brian Fallon (1) - Absent*

*Yes- 7*

*No- 0*

*Abstain- 0*

*Absent- 5*

-Approve City of Ontario and City of Yucaipa as a Contract Agency for Participant on the EMS Division Subsidiary Committee, pending Board approval of Yucaipa participation as a CONFIRE Contract Agency (Sept. 15). Approval conditioned upon the eventual adoption of contractual agreements between: CONFIRE and Ontario and CONFIRE and Yucaipa – **ACTION ITEM**

*Motion to approve City of Ontario and City of Yucaipa as a Contract Agency for Participant on the EMS Division Subsidiary Committee, pending Board approval of Yucaipa participation as a CONFIRE Contract Agency (Sept. 15). Approval conditioned upon the eventual adoption of contractual agreements between: CONFIRE and Ontario and CONFIRE and Yucaipa.*

*Motion by: Chief Dave Williams*

*Second by: Chief Tim McHargue*

*Chief Dan Harker (1) - Yes*

*Chief Rich Sessler (1) - Yes*

*Chief Buddy Peratt (1) - Yes*

*Chief Mike McCliman (1) - Yes*

*Chief Brian Park (1) - Yes*

*Chief Dan Munsey (4) - Absent*  
*Chief Brian Fallon (1) - Absent*  
*Yes- 7*  
*No- 0*  
*Abstain- 0*  
*Absent- 5*

**NEW BUSINESS**

**ROUND TABLE**

**CLOSED SESSION**

Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation pursuant to Government Code section 54956.9(b): One potential Case

Pursuant to California Government Code section 54956.9(a). The Administrative Committee will meet in closed session to be briefed regarding (1) case of litigation Claim No. CIV SB 2129232 LISA SEGOVIA vs. COUNTY OF SAN BERNARDINO, CONSOLIDATED FIRE AGENCIES (CONFIRE)

**ADJOURNMENT**

*Motion to adjourn the CONFIRE Administrative Committee Meeting*

*The meeting adjourned at 11:13.*

**Upcoming Meetings:**

Next Regular Meeting: October 25, 2022, at 1:30 p.m.

    /s/ Liz Berry    

**Liz Berry**

**Administrative Secretary I**





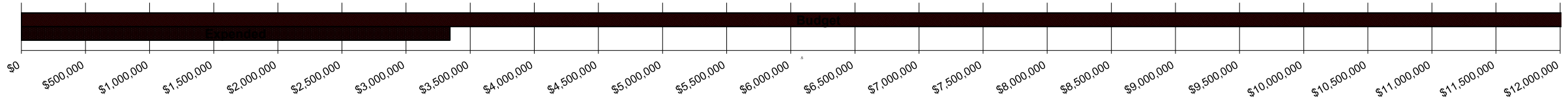
**OPERATIONS FUND 5008  
MONTHLY SUMMARY FY 2022-23**

Transactions thru September 30, 2022

Item 2.

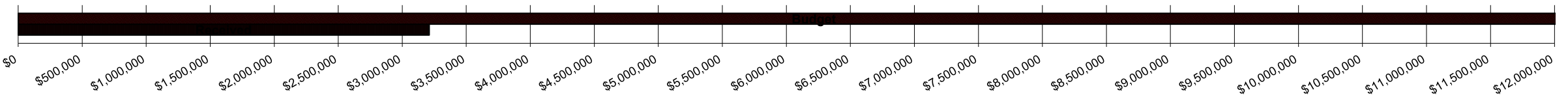
<b>Expenditures</b>	<b>July</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>3 PP Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>3 PP June</b>	<b>Total YTD Expended</b>	<b>2022/23 Budget</b>	<b>Bud - Exp Difference</b>	<b>% Used</b>
Salary/Benefits	479,125	474,647	480,955	-	-	-	-	-	-	-	-	-	1,434,727	8,160,358	\$6,725,631	17.6%
Overtime/Call Back	30,415	32,897	33,822	-	-	-	-	-	-	-	-	-	97,134	323,000	\$225,866	30.1%
Phone/Circuits/Internet	38,249	31,909	44,221	-	-	-	-	-	-	-	-	-	114,380	589,467	\$475,087	19.4%
County IS/Data Services/Counsel	13,287	(6,244)	8,333	-	-	-	-	-	-	-	-	-	15,375	60,926	\$45,551	25.2%
Radio/Pager, Console Maint	-	41,784	42,098	-	-	-	-	-	-	-	-	-	83,882	516,947	\$433,065	16.2%
Computer Software	18,738	1,148,207	212,456	-	-	-	-	-	-	-	-	-	1,379,401	1,891,258	\$511,857	72.9%
Computer Hardware	129	(129)	-	-	-	-	-	-	-	-	-	-	-	18,450	\$18,450	0.0%
Office Exp/Copier Lease	6,539	2,693	3,383	-	-	-	-	-	-	-	-	-	12,615	98,245	\$85,630	12.8%
Insurance/Auditing	31,987	-	22,522	-	-	-	-	-	-	-	-	-	54,510	69,792	\$15,282	78.1%
Payroll/HR/Medical Director	74,878	904	5,473	-	-	-	-	-	-	-	-	-	81,255	352,183	\$270,928	23.1%
Travel/Training	3,498	612	4,662	-	-	-	-	-	-	-	-	-	8,772	70,000	\$61,228	12.5%
Auto/Structure/Fuel	-	1,942	4,309	-	-	-	-	-	-	-	-	-	6,251	30,077	\$23,826	20.8%
Other/HDGC Rent/Equip Trans	13,658	13,789	26,416	-	-	-	-	-	-	-	-	-	53,863	251,488	\$197,625	21.4%
<b>Total</b>	<b>710,504</b>	<b>1,743,011</b>	<b>888,650</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,342,165</b>	<b>12,432,191</b>	<b>\$9,090,026</b>	<b>26.9%</b>

**% Fiscal Year Passed 25.0%**



<b>Revenue</b>	<b>July</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>Received</b>	<b>Budget</b>	<b>Difference</b>	<b>% Rcvd</b>
Services	3,144,053	15	(7,103)	-	-	-	-	-	-	-	-	-	3,136,965	12,432,190	\$9,295,225	25%
Interest	7,689	(7,689)	-	-	-	-	-	-	-	-	-	-	-	-	\$0	
Other	-	59,228	14,627	-	-	-	-	-	-	-	-	-	73,855	-	(\$73,855)	
<b>Total</b>	<b>3,151,741</b>	<b>51,554</b>	<b>7,524</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,210,820</b>	<b>12,432,190</b>	<b>\$9,221,370</b>	<b>26%</b>

**% Fiscal Year Passed 25.0%**





**FY 2022-2023  
Unaudited Fund Balance Report  
as of September 30, 2022**

**Operations Fund (5008)**

Audited Fund Balance 7/1/22		* \$	2,695,737
Revenue	3,210,820		
Expenditures	(3,342,165)		
	Net		(131,345)
Transfers Out to 5010 - CIP	-		
Transfers Out to 5011 - Compensated Abs	-		
	Net Transfers In/Out		-
<b>Total Fund Balance</b>		<b>\$</b>	<b>2,564,392</b>

*\*FY 2022-23 Operating costs 10% is \$1,282,856 Per Board Policy*

**Equipment Reserve Fund (5009)**

Audited Fund Balance 7/1/22		\$	2,235,361
Revenue	197,396		
Expenditures	(66,038)		
	Net		131,358
<b>Total Fund Balance</b>		<b>\$</b>	<b>2,366,719</b>

**General Reserve Fund (5010)**

Audited Fund Balance 7/1/22		* \$	6,151,643
Revenue - Membership/Interest	141,699		
Revenue - Grant			
Expenditures	(430,790)		
	Net		(289,091)
Transfers Out to Fund 5019	-		
	Net Transfers In/Out		-
<b>Total Fund Balance</b>		<b>\$</b>	<b>5,862,552</b>
Reserve for CIP	(2,937,547)		
EMD Optimization (ECNS) Project	(228,899)		
	Net Committed		(3,166,446)
<b>Available Fund Balance</b>		<b>\$</b>	<b>2,696,106</b>

*\*FY 2022-23 Operating costs 25% is \$3,207,140*

**Term Benefits Reserve Fund (5011)**

Audited Fund Balance 7/1/22		\$	1,610,781
Revenue	230,450		
Expenditures			
	Net		230,450
Transfer Comp. Absence From 5008	-		
Unfunded Liability			
	Net Transfers In/Out		-
<b>Total Fund Balance</b>		<b>\$</b>	<b>1,841,231</b>




**CONFIRE**

**FY 2022-2023  
Unaudited Fund Balance Report  
as of September 30, 2022**

**CAD-to-CAD Project Fund (5019)**

Audited Fund Balance 7/1/22		\$	904,203
Revenue	4,917		
Expenditures	(121,613)		
	Net		(116,696)
Transfers In from Fund 5010	-		
	Net Transfers In/Out		-
<b>Total Fund Balance</b>		<b>\$</b>	<b>787,507</b>

<b>Total Beginning Fund Balance - 07/01/22</b>	<b>\$</b>	<b>13,597,725</b>
<b>Total Ending Fund Balance - 09/30/22</b>	<b>\$</b>	<b>13,422,401</b>



### Call Summary

**CONFIRE/Comm Center**

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

Year: 2022

**From:** 1/1/2022

**To:** 9/30/2022

**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-22	22276	1476	23752	6.21%	13048	709	13757	17186	5902	391	23479	60988	104.8
Feb-22	16543	155	16698	0.93%	11468	542	12010	14154	4729	189	19072	47780	110.7
Mar-22	18025	211	18236	1.16%	12092	1568	13660	13907	5199	142	19248	51144	108.7
Apr-22	17106	61	17167	0.36%	11494	760	12254	13521	5053	138	18712	48133	114
May-22	19109	83	19192	0.43%	12288	590	12878	14520	5286	136	19942	52012	113.8
Jun-22	19902	59	19961	0.30%	12834	886	13720	15245	5537	164	20946	54627	110
Jul-22	19578	65	19643	0.33%	12431	1870	14301	15072	5401	124	20597	54541	111.2
Aug-22	19490	45	19535	0.23%	12553	628	13181	14777	5552	139	20468	53184	112.6
Sep-22	18203	61	18264	0.33%	12516	561	13077	14799	5385	128	20312	51653	109.9
<b>2022 Totals</b>	170297	2230	172527	1.29%	110724	8114	118838	133181	48044	1551	182776	474141	110.5
<b>2021 Totals</b>	164771	981	165752	0.59%	132403	10315	142718	168136	89521	18285	275942	584412	101



### PSAP Answer Time

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

Month - Year: 1/1/2022 - 9/30/2022  
 Agency Affiliation: Fire

From: 1/1/2022  
 To: 9/30/2022  
 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 2022 Total	19,978	969	651	1,257	509	335	43	23,752
% answer time ≤ 10 seconds	84.11%	4.08%	2.78%	5.29%	2.14%	1.41%	0.18%	100.00%
% answer time ≤ 15 seconds	88.19%							
% answer time ≤ 40 seconds	96.27%							
February 2022 Total	14,266	596	460	829	281	210	36	16,698
% answer time ≤ 10 seconds	85.56%	3.57%	2.75%	4.96%	1.68%	1.26%	0.22%	100.00%
% answer time ≤ 15 seconds	89.12%							
% answer time ≤ 40 seconds	96.84%							
March 2022 Total	15,873	652	427	780	259	227	18	18,236
% answer time ≤ 10 seconds	87.04%	3.58%	2.34%	4.28%	1.42%	1.24%	0.10%	100.00%
% answer time ≤ 15 seconds	90.62%							
% answer time ≤ 40 seconds	97.24%							
April 2022 Total	14,784	607	429	804	294	227	22	17,167
% answer time ≤ 10 seconds	86.12%	3.54%	2.50%	4.68%	1.71%	1.32%	0.13%	100.00%
% answer time ≤ 15 seconds	89.65%							
% answer time ≤ 40 seconds	96.84%							
May 2022 Total	15,706	647	492	842	289	187	29	19,192
% answer time ≤ 10 seconds	87.05%	3.37%	2.56%	4.39%	1.51%	0.97%	0.15%	100.00%
% answer time ≤ 15 seconds	90.42%							
% answer time ≤ 40 seconds	97.37%							
June 2022 Total	17,118	857	519	958	296	192	21	19,961
% answer time ≤ 10 seconds	85.76%	4.29%	2.60%	4.80%	1.48%	0.96%	0.11%	100.00%
% answer time ≤ 15 seconds	90.05%							
% answer time ≤ 40 seconds	97.45%							
July 2022 Total	17,132	689	459	833	317	196	17	19,643
% answer time ≤ 10 seconds	87.22%	3.51%	2.34%	4.24%	1.61%	1.00%	0.09%	100.00%
% answer time ≤ 15 seconds	90.72%							
% answer time ≤ 40 seconds	97.30%							
August 2022 Total	16,481	834	611	1,014	310	176	9	19,535
% answer time ≤ 10 seconds	84.37%	4.78%	3.13%	5.19%	1.59%	0.90%	0.05%	100.00%
% answer time ≤ 15 seconds	89.15%							
% answer time ≤ 40 seconds	97.47%							
September 2022 Total	16,150	710	424	618	230	117	15	18,264
% answer time ≤ 10 seconds	88.43%	3.89%	2.32%	3.38%	1.26%	0.64%	0.08%	100.00%
% answer time ≤ 15 seconds	92.31%							
% answer time ≤ 40 seconds	98.02%							
Year to Date 2022 Total	148,581	6,662	4,483	7,939	2,785	1,867	210	172,527
% answer time ≤ 10 seconds	86.12%	3.86%	2.60%	4.60%	1.61%	1.08%	0.12%	100.00%
% answer time ≤ 15 seconds	89.98%							
% answer time ≤ 40 seconds	97.18%							
Year to Date 2021 Total	138,161	9,464	5,569	7,748	2,888	1,718	204	165,752
% answer time ≤ 10 seconds	83.35%	5.71%	3.36%	4.67%	1.74%	1.04%	0.12%	100.00%
% answer time ≤ 15 seconds	89.06%							
% answer time ≤ 40 seconds	97.10%							

# CONFIRE Billable Incidents

Period: 01/01/2022 thru 09/30/2022

Jurisdiction	# of Incidents	% of Total
San Bernardino County	98,959	53.29%
VictorvilleFD	18,435	9.93%
RanchoCucamonga	13,342	7.18%
ChinoValleyFD	10,089	5.43%
AppleValley	9,726	5.24%
Rialto	8,862	4.77%
Redlands	8,430	4.54%
Colton	5,709	3.07%
MontclairFD	3,499	1.88%
Loma Linda	3,301	1.78%
Big Bear Fire	2,799	1.51%
San Manuel FD	1,298	0.70%
Baker Ambulance	623	0.34%
Running Springs	438	0.24%
Road Department	196	0.11%
<b>Total</b>	<b>185,706</b>	<b>100%</b>
BDC Division	# of Incidents	% of Total
East Valley	33,016	33.36%
Fontana	15,495	15.66%
Valley	13,873	14.02%
Hesperia	10,164	10.27%
North Desert	9,309	9.41%
South Desert	9,180	9.28%
Mountain	3,884	3.92%
Adelanto	3,863	3.90%
Hazmat	174	0.18%
Government	1	0.00%
<b>Total</b>	<b>98,959</b>	<b>100%</b>





## INTEROFFICE MEMO

**DATE:** September 27, 2022

**PHONE:** (909)260-1257

**FROM:** Nathan Cooke, Interim Assistant Director

**TO:** Admin Chiefs, CONFIRE

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**SUBJECT: EMERGENCY MEASURES**

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Effective 09/26/22, we have implemented several emergency measures at Comm Center in order to combat the increased call pick-up times and increased call processing times caused by our current staffing situation. Comm Center currently has (17) vacancies, which includes call-takers and dispatchers. We have a total of (52) budgeted call-taker/dispatcher positions, which brings our vacancy rate to 33%.

### Emergency Measures

- Comm Center will remain in a constant state of Emergency Rule Phase-1. This rule gives our call-takers/dispatchers the ability to disconnect from a caller after they have gone through case entry (age, gender, chief complaint) and the call determinant questions. In the event the call requires life-saving instructions such as a CPR, ineffective breathing, choking, not alert, childbirth, and AED support, the call-taker/dispatcher will stay on the phone to provide instructions until additional help arrives.
- If a dispatcher (not a call-taker) is assigned to staff a radio frequency and he/she must answer a 911 call, the dispatcher will be in Emergency Rule Phase-2 during the call. This rule gives our call-takers/dispatchers the ability to disconnect from a caller after they have gone through case entry (age, gender, chief complaint) and determines the patient is awake and breathing. In the event the call requires life-saving instructions such as a CPR, ineffective breathing, choking, not alert, childbirth, and AED support, the call-taker/dispatcher will stay on the phone to provide instructions until additional help arrives.
- If the call volume exceeds the number of call-takers/dispatchers for a sustained period, Emergency Rule Phase-2 would be implemented for all floor personnel during the surge. In addition to the rule previously described above for Phase-2, one of the two Floor Supervisors will be designated to become a call-taker during the surge as well.

These temporary emergency measures will expedite the time it takes to process calls, thereby assisting us in decreasing the call pick-up times, as well as the call processing times. Unfortunately, these Emergency Rule Phases will impact our ability to fully complete EMD and arrive at a full determinate for all calls.

If a call does not reach full determinate, the call cannot be sent to ECNS for further evaluation. During this period, we will see a significant decrease in the number of calls that receive ECNS services. ECNS will remain intact and available for the calls that receive a full determinant and meet the required criteria.

These emergency measures will remain intact until we can lower our vacancy rate below 15%.

We are constantly monitoring this dynamic situation and continue to explore additional emergency measures to ensure we are meeting our mission in providing regional fire, rescue, and EMS communications, resource coordination, and technology services to enable allied agencies to meet the safety and welfare needs of all those they serve.

Thank you for your continued support and assistance.



**CONFIRE****STAFF REPORT****DATE: October 25, 2022****FROM: Mike Bell  
Interim Director****TO: CONFIRE Admin Committee**

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**SUBJECT: Proposed Assistant Director Position**

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**Recommendation**

Approve job classification for a proposed Assistant Manager position, including salary range and associated adjustment to Director salary.

**Background Information**

At the July 26, 2022 Admin meeting the Chiefs approved a proposal by staff to develop the job classification for an Assistant Director position. That work has been completed and submitted to San Bernardino County HR for their review. Staff was advised that the classification has been developed per the submitted application it is awaiting Admin Committee and CONFIRE Board approval before being sent to the County Board of Supervisors for final approval in January.

The analysis by County HR resulted in the position being placed in the Exempt, Unclassified comp plan

**Fiscal Impact**

Consultant cost is \$260,000 with an annual 4% increase. This amount will be billed annually beginning with FY22/23. This will not require additional budgetary funding. CONFIRE will transfer the budget from two (2) vacant MIS positions: Information Systems Analyst III (\$192,425) and Computerized Mapping Technician (\$87,961), from Salaries and Benefits (5008) to Professional Services (5010) to fund the CAD consultant position.

This budget transfer was approved by the CONFIRE Board of Directors on July 21, 2022.



Study Number: HR Use Only

**Section A – DEPARTMENT & CONTACT INFORMATION**

Department Name: CONFIRE Department ID: 85570 Division: Admin

**Contact for Study**

Name: Mike Bell Job Title: Acting Director Phone Number: 909-816-4851

**Section B – POSITION/CLASS REQUEST**

Number of positions requested: 1-2

Indicate below if position is for **Existing** or **New** Class:

EXISTING CLASS <input type="checkbox"/> Check box and provide information below	NEW CLASS <input checked="" type="checkbox"/> Check box and provide information below
<p>Class Title: _____</p> <p>Job Code: _____ Representation Unit: _____ Salary Range: _____</p> <p>Number of <b>total</b> positions in this class in your department/division: _____</p> <p>Number of <b>vacant</b> positions in this class in your department/division: _____</p> <p><b>Is classification on <a href="#">Fast Pass list?</a></b></p> <p><input type="checkbox"/> <b>Yes</b> Complete Sections A - E and proceed to Section I (no organizational charts needed).</p> <p><input type="checkbox"/> <b>No</b> Complete Sections A – D, F, G, and I. Attach required organizational charts*</p>	<p><b>Requested New Class Information</b></p> <p>Class Title: <u>Assistant Director of Communications</u></p> <p>Salary Range: <u>Just below Director (may require adjustment)</u></p> <p>Representation Unit: <u>Exempt</u></p> <p><i>Complete Sections A – D and F - I. Attach required organizational charts*</i></p>

\*The following **organizational charts** are **required** before a study is conducted for new position requests that are not Fast Pass:

1. Organizational chart illustrating **current** structure and chain of command, and
2. Organizational chart illustrating **new** structure and chain of command after the addition of the new position(s)/classification.

**Both organizational charts must contain class titles and number of filled and vacant positions in each class.**

**Missing or incomplete organizational charts will delay completion of the study.**

## Section C – REASON FOR POSITION REQUEST

The following information is required for **all** new position requests including Fast Pass requests:

1. Indicate which of the categories below most closely illustrates the reason(s) for this request:

- Delivery of New Service                      Approximate start date of new service: \_\_\_\_\_  
 Departmental Reorganization             Other – briefly explain: \_\_\_\_\_  
 Permanent Increased Workload – Reason for increased workload: Expanded organization, greater call volume, increased complexity \_\_\_\_\_

2. Describe the reason for the request, providing additional details about selection(s) above (e.g., describe reason for reorganization and/or increased workload; describe new service and its funding source; list any contracts, grants, new programs, or regulatory/licensing requirements related to this request):

CONFIRE is a stand alone, Board-governed entity, its public safety mission has expanded significantly over the years along with its staff and the complexity of the organization's governance (9-member Board and 9- Member Admin committee). The ability of the Director to remain abreast of developing issues, funding and budget challenges, political matters, changing technology and workforce dynamics is severely challenged by the level of daily management effort needed to manage the organization. There is a need for a clear second in command and a succession planning strategy for the organization to maintain continuity during periods of change and transition. Recent situations have exposed a vulnerability in CONFIRE's ability to absorb sudden changes in leadership and the demands placed on the Director to address the needs and concerns of 18 policy makers representing over 85% of the County's area and population. This classification better positions CONFIRE to meet those demands and address the increasing complexity of its service mission going forward.

3. Is position part of a mandate or law?     Yes     No

- a. If yes, please provide the code, effective date, and a brief description of the mandate/law and how this position will be used to support the new requirements.

4. If Department does not receive requested position, please explain immediate and long-term service impacts of not adding the position.

Increased inefficiency and vulnerability to legal and operational challenges as span of control is compromised. No meaningful succession planning for short or long-term management vacancies. Inability to forecast and adapt to rapidly changing technical and political environments of a board-governed public safety, critical infrastructure entity.

5. Are other classifications currently performing the same or similar job duties? If yes, indicate incumbent name or position number.

The current Director handles all day-to-day concerns as well as executive level needs, which continue to increase.

6. Explain why dividing the duties and responsibilities among existing staff cannot accomplish the workload.

CONFIRE's three organizational divisions have a manager assigned. The Director cannot adequately provide the daily support needed for those critical positions while also addressing the Executive level needs of the organization. All suffer for lack of such support.

*Section C continued on next page*

7. Will this new position perform, or support functions related to information systems (e.g., software, hardware, infrastructure, etc.), business systems, business applications, programming, or any other technology-related function?

Yes – Complete a and b below     No – Proceed to Section D

a. Can duties be performed by an existing position/classification in the Innovation and Technology Department (ITD)? If not, explain why work cannot be performed by a position assigned to ITD?

b. Please provide the names of any applications, systems, or databases that are specific to the work in your department that may help support your request for a new position and/or classification outside of ITD.



**Section E – FAST PASS REQUEST ONLY**

New position requests for classes that perform routine and specific duties unique to a department may qualify for the Fast Pass streamlined procedure. **Please see [Fast Pass List](#) to verify if requested position is eligible.**

If position request is for a class on Fast Pass list, check the following boxes to confirm that your request is eligible for the Fast Pass process:

- The department will use the position consistent with the primary duties and class concepts described in the class specification.
- The contact person listed in Section A of this form certifies that the Department Head is aware of and approves of this request.

***If you checked the boxes above, you may proceed to the signatures page at the end of this form.***

***If the above checkboxes do not apply to your requested position and/or class is not on Fast Pass List, complete Sections F and G (and H if New Class) as well as signatures page.***

**Section F – ESSENTIAL DUTIES OF POSITION**

*Must be approved and signed by Manager or Supervisor*

**Essential Duties:** *Please do not copy from job description. In your own words, provide a detailed description of the primary functions of the position. Be sure to include the most important and most frequently performed duties.* Clearly and concisely describe specific actions. For example, rather than saying, “provide support,” describe specific duties performed in providing support. Incomplete or vague information may delay completion of the study.

**Percentage of Time:** In the second column, indicate the approximate percentage (%) of time spent performing each specific duty. (Please be sure the percentage of time does not exceed 100%.) Avoid entries 5% or less, group like duties together.

Essential Duties – <b>DO NOT COPY FROM JOB DESCRIPTION</b>	Percentage
Assists the CONFIRE Director in all aspects of managing the daily operations of CONFIRE. Provides direction and supervision of Division Managers, is the Liaison to the CONFIRE Operations Chiefs and Operations Committee, acts as CONFIRE Director as needed.	25%
Directly oversees Communications, EMS and Informations Services Divisions, sets priorities for work and establishes and monitors performance benchmarks for each direct report.	50
Provides mentoring and leadership development support to Managers and Supervisors.	10
Is primary Liasion for CONFIRE with the CONFIRE Operations Chiefs and Operations Committee, attends and assists with facilitating meetings, setting objectives and priorities and monitoring and reporting progress the the CONFIRE Admin Committee	10
Participates in associated professional organizations, County Ops Chiefs, CAL NENA and APCO, attends related training and seminars to increase knowledge of teh field and keep abreast of relevant changes in the industry. Fosters relations with colleagues in Law Enforcment communications centers.	5
Total Percentage	100%

**Essential Duties Approved By:**

Manager/Supervisor Name: Mike Bell

Signature: \_\_\_\_\_

Date: 8/11/22

**Section G – CHAIN OF COMMAND & SUPERVISORY RESPONSIBILITIES**

**CHAIN OF COMMAND – Who does this position report to:** Director

Who reports to this position: Communications Manager Information Services Manager

Nurse (ECNS) Manager

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SUPERVISORY DUTIES**

- 1a. This position performs **supervisory** duties      1b. This position performs **lead** duties
- Yes    No                                       Yes    No

2. If yes to 1a or 1b, list the employees supervised or led and include class title and position number:  
 Tim Franke, Communications Manager (30720), Nurse Manager (new position, unfilled), IS Manager, Blessing Ugbo (99326)

3. Please check the supervisory or lead duties below that apply to this position:

- Hires independently    Participates in hiring    Assigns work    Reviews work
- Has input on work performance evaluations (WPE)    Writes WPEs    Signs WPEs
- Approves step advances    Recommends disciplinary actions    Implements disciplinary actions

4. Will position be assigned to Unclassified Service?    Yes    No

**Section H – NEW CLASSIFICATION INFORMATION**

1. Why is a new classification necessary?  
 CONFIRE will continue to struggle to deliver on its public safety mission if all direction and oversight of the day to day operation is left to a single person (the Director). Furthermore, without a succession plan, CONFIRE is vulnerable to sudden and/or unforeseen changes in leadership.

2. What classification(s)/position(s) performed duties prior to this request?  
**Director of Communications**

a. Explain why these classifications/positions cannot continue to perform duties?

Span of control, complexity of operations, political dynamics, changing workforce characteristics, continued growth and increasing service demands and expectations of the public and agencies served by CONFIRE

3. Does any law or regulation (e.g., Title 22) require a license, certificate or degree to perform these duties?  
**No**

4. Will position/classification be subject to Conflict-of-Interest Code and Form 700 filing requirements?

[See Conflict of Interest Categories and Definitions](#)

- Yes – Indicate applicable category below    No    To be determined

If yes, indicate reporting category

- Category 1    Category 2    Category 3    Category 4    Category 5



**Section I – SIGNATURES**

Note: Organizational charts must be submitted with all position requests, except Fast Pass, as instructed in Section B of this form. **Incomplete information, missing signatures, or missing organizational charts will delay completion of the study.**

Signatures (a) through (d) in this Section must be obtained **prior** to submitting to CAO - Finance Analyst. CAO-Finance Analyst will forward this Position/Class Request Form to Human Resources once it is reviewed and approved by CAO Finance and Administration.

I certify that the statements made herein are accurate and complete.

a) REQUESTOR	<input checked="" type="checkbox"/> I concur with all information in the request.	<input type="checkbox"/> I have additional comments, attached.
	Name (Print): <u>Mike Bell</u>	Title: <u>Acting Director</u>
	Signature: _____	Date: <u>8-11-22</u>

b) HUMAN RESOURCES BUSINESS PARTNER	<input checked="" type="checkbox"/> I concur with all information in the request.	<input type="checkbox"/> I have additional comments, attached.
	Name (Print): _____	Date: <u>8-11-22</u>
	Signature: _____	

I have reviewed this request, and I certify that this request falls under the following category (select more than one if applicable):

c) DEPARTMENT HEAD	<input type="checkbox"/> Mandated Services	<input checked="" type="checkbox"/> Operational Necessity	<input type="checkbox"/> Revenue Generating	<input type="checkbox"/> To Fulfill Board Action To Increase Service(s)
	Name (Print): <u>Mike Bell</u>	Title: <u>Acting Director</u>		
	Signature: _____	Date: <u>8-11-22</u>		

d) EXECUTIVE REVIEWER	<input checked="" type="checkbox"/> I concur with all information in the request.	<input type="checkbox"/> I have additional comments, attached.
	Name (Print): <u>Dan Harker</u>	Title: <u>Chief (Admin Chair)</u>
	Signature: _____	Date: <u>8-11-22</u>

e) CAO FINANCE ANALYST	<input type="checkbox"/> Approval recommended to conduct study	<input type="checkbox"/> Pending Funding/Further Discussion	<input type="checkbox"/> Denied
	Name (Print): _____		
	Signature: _____	Date: _____	

Comments:

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is dated for identification purposes only as October 19, 2022, and is entered by and between the Regional Emergency Medical Service Authority, a Nevada nonprofit corporation (the “Contractor” or “REMSA”) and CONFIRE, a governmental jurisdiction (the “Client” or “CONFIRE”), Contractor and Client are sometimes referred to in this Agreement individually as “Party” and collectively as the “Parties.”

### Recitals

WHEREAS, Contractor is the exclusive ground ambulance provider in Washoe County, including the Cities of Sparks and Reno, Nevada, and is a regional air ambulance provider.

WHEREAS, Contractor has developed a suite of services under its Community Health Programs including community paramedicine services (as defined in NRS 450B.0615), a nurse health line communications center, and a program for providing non-emergent transportation to destinations other than emergency departments which operate outside of but in coordination with emergency and non-emergency ambulance services provided under its franchise for ambulance services with the Washoe County Health District

WHEREAS, Client is an emergency 911 call taking and dispatch services provider in San Bernardino County.

WHEREAS, Client wishes to engage Contractor to provide Emergency Communications Nurse (ECN) services as part of the emergency medical dispatch services provided by Client.

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which Contractor will provide the Services (as defined below) to or on behalf of Client.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. **SERVICES.** During the term of this agreement, Client hereby engages Contractor, and Contractor hereby accepts such engagement, for the provision of Emergency Communications Nurse (ECN) services by Contractor to Client’s callers as further described in Exhibit A attached hereto and incorporated herein by reference (the “Services”), upon the terms and conditions set forth herein. All Services shall be provided from Contractor’s communications center in Reno, Nevada, for emergency medical calls received by Client in the service area as defined in Exhibit A, Section 3.7 (the “Service Area”) and transferred by Client to Contractor. The Services shall be performed in the manner consistent with both California Law and Nevada Law.

## 2. SERVICE FEES & PAYMENT SCHEDULE.

21 **Fees.** As full and complete consideration for the Services to be performed by Contractor hereunder, the Client agrees to pay fees to Contractor on the basis, and at the times and in the manner, specified in Exhibit A, as amended from time to time in accordance with this Agreement (the "**Service Fees**"). The Service Fees will be based on a flat monthly cost of readiness fee and a fixed amount for calls transferred that are processed through an ECNS protocol.

22 **Expenses.** Contractor shall be responsible for all expenses incurred by Contractor in the performance of the Services included in this Agreement; provided, however, that Client hereby agrees to reimburse Contractor for any reasonable expenses incurred in connection with the provision of labor, services, or other work arising in relation to the Services (as provided on Exhibit A) but not included in this Agreement provided that (a) such expenses are directly related to the Services as outlined in Exhibit A, (b) Contractor submits verification of such expenses as Client may require, and (c) Contractor obtains Client's prior written consent to incur such expenses. Unless other terms are set forth in writing signed by both parties hereto, expenses payable by Client to Contractor under this Agreement shall be due and payable within thirty (30) business days following the monthly billing during the continuance hereof.

3. **RELATIONSHIP OF PARTIES.** In the performance of the Services hereunder, Contractor is an independent contractor. All personnel assigned by Contractor to perform services hereunder shall be considered contractors or employees of Contractor, not employees of Client. All employees, methods, equipment, and facilities used or employed by Contractor will at all times be under Contractor's operational supervision and control. Subject to restrictions contained in Section 10.1, Contractor will be fully responsible for the acts and omissions of its employees, agents, assignees, and contractors or who are otherwise acting for and under the direction of Contractor and engaged in the performance of Services under this Agreement.

## 4. CONTRACTOR'S ADDITIONAL RESPONSIBILITIES REGARDING TAXES AND BENEFITS; FREEDOM TO PROVIDE SERVICES.

4.1 **Contractor's Additional Responsibilities Regarding Taxes and Benefits.** Contractor agrees, covenants, and represents that because Contractor is an independent contractor and not an employee of Client: (a) Contractor shall be responsible for paying any federal, state, or local payroll, social security, disability, workers' compensation, self-employment insurance, income and other taxes or assessments and for filing all related tax, information, and other returns; (b) Contractor shall at Contractor's expense, pay and be fully liable and responsible for, and indemnify and hold harmless Client for, any assessments, fines or penalties relating to Client's failure to pay or withhold any and all taxes relating to any compensation paid pursuant to this Agreement or to file any and all required returns; and (c) Contractor shall not be eligible to participate in Client's workers' compensation, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by Client for its employees.

## 5. COMPLIANCE.

5.1 Legal Compliance. The Parties represent and warrant that at all times during the Term of this Agreement, they shall comply with all applicable laws, regulations and requirements of state, local and federal governmental authorities pertaining to the Services, including but not limited to the Medicare and Medicaid Anti-Fraud and Abuse Amendments of 1977, the Medicare and Medicaid Patient and Program Protection Act of 1987, or the Ethics in Patient Referrals Act. Contractor represents and warrants that all employees used by Contractor in the performance of the Services are and will continue to be properly licensed and certified in accordance with all applicable local, state and federal laws, rules and regulations and with rules and regulations of all governmental agencies. In addition, the Parties will (i) not operate in a manner that could result in the application of the anti-self-referral provisions of the Stark legislation (42 U.S.C. § 1395nn); (ii) not operate in a manner contrary to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations regarding patient privacy; and (iii) not operate in a manner that would reduce or limit care to patients, including Medicare or Medicaid beneficiaries and result in a violation of the Civil Monetary Penalties law (42 U.S.C. § 1320a-7a(b)(1)). The Parties further agree that neither Party shall make payments nor will either Party accept payments that would violate the federal anti-kickback statute (42 U.S.C. § 1320a-7b(b)).

5.2 Change in Law. In the event of any material change in any federal or state law or regulation or the interpretation or enforcement of any federal or state law or regulation that creates the significant likelihood of sanction or penalty based on the terms of this Agreement or that impairs the ability of Contractor to bill for the Services, upon the request of a Party, the Parties will enter into good-faith negotiations concerning the affected provision(s) to remedy such terms or conditions. In the event the Parties are unable to reach agreement concerning the affected provision(s), any Party will have the right to immediately terminate this Agreement.

5.3 REMSA Washoe Franchise. It is the express intention of the parties that the Services not deplete or impair REMSA's ability to provide services under its franchise with the Washoe District Board of Health ("Washoe Franchise"). In the event of any allegation of noncompliance or threatened termination or cancellation of REMSA's Washoe Franchise arising from the existence of or REMSA's performance under this Agreement, the Parties will enter into good-faith negotiations concerning the affected provision(s) to remedy such terms or conditions. In the event the Parties are unable to reach agreement concerning the affected provision(s), any Party will have the right to immediately terminate this Agreement.

## 6. CONFIDENTIALITY; RETURN OF PROPERTY; HIPAA.

6.1 Confidentiality. The Parties acknowledge that in the course of performing under this Agreement, each Party may have access to confidential and proprietary information of the other Party, including without limitation any information, technical data, concepts, ideas or know-how concerning a disclosing Party or its business, whether prepared by the disclosing Party, its representatives or otherwise, regardless of the form or format in which communicated, which is furnished to the receiving Party or its representatives, now or in the future, by or on behalf of the disclosing Party, and shall include, among other things, all notes, analyses, compilations, studies, interpretations or other documents prepared by the receiving Party or its representatives which contain, reflect or are based upon, in whole or in part, the information furnished to the receiving

Party or its representatives by the disclosing Party or its representatives pursuant hereto (collectively, "Confidential Information"). The receiving party hereby acknowledges and agrees that all Confidential Information shall constitute the sole and exclusive property and proprietary information of the disclosing Party and that the receiving Party shall have no rights thereto. The receiving Party and its employees, representatives, and agents shall maintain the confidentiality of the Confidential Information and shall not sell, license, publish, display, distribute, disclose, or otherwise make available the Confidential Information to any third party nor use such information except as authorized by this Agreement or as expressly required by law. The receiving Party hereby acknowledges and agrees that this obligation survives any expiration or termination of this Agreement.

62 Return of Property. Upon termination of the Agreement or earlier as requested by either party, the receiving Party will deliver to the disclosing Party any and all disclosing Party property, including without limitation drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Confidential Information.

63 HIPAA. The Parties agree to enter into a separate Business Associate Agreement regarding the protection and use of protected health information ("PHI").

64 Confidentiality of Agreement. Contractor and Client agree that the terms and conditions of this Agreement shall be treated as confidential and shall not be divulged to any third party except as may be required by law or court order, unless agreed to by both parties in writing.

## 7. INSURANCE.

### 7.1 Required Insurance

7.1.1 Types Required. Both Parties agree to maintain in full force and effect industrial insurance as required by applicable law and insurance policies covering general liability and medical malpractice liability issued by an insurance company authorized to do business in the State of Nevada and the State of California, as applicable. Upon request, each Party agrees to provide the other Party with certificates evidencing the insurance coverage required under this Agreement.

7.1.2 Minimum Limits of Insurance. Both parties agree to directly provide or cause to be provided the following insurance limits:

(a) Comprehensive General Liability: Coverage provides, but is not limited to, contractual, independent contractor, incident malpractice with limits of liability for personal injury and/or bodily injury, including death of not less than One Million Dollars (\$1,000,000.00), each occurrence; and property damage of not less than One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

(b) Professional Errors and Omissions Liability (Malpractice): One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars

(\$3,000,000) in the aggregate.

## 8. REPRESENTATIONS AND WARRANTIES.

8.1 Contractor. Contractor hereby represents and warrants that (a) Contractor has full right and power to enter into and perform this Agreement without the consent of any third party; and (b) Contractor will provide the Services in accordance with customary professional standards in the community during the term of this Agreement. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, AND CLIENT HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, INFORMATION OR FITNESS FOR USE OF A PARTICULAR PURPOSE.

8.2 Client. Contractor hereby represents and warrants that Contractor has full right and power to enter into and perform this Agreement without the consent of any third party.

## 9. INDEMNIFICATION.

9.1 Indemnification by Contractor. Contractor shall indemnify, defend, and hold harmless Client, its affiliates, directors, officers, representatives, employees, customers, and agents from and against any suits, claims, losses, demands, liabilities, damages, costs and expenses (including court costs, reasonable attorney's fees and reasonable investigative costs) in connection with any suit, demand or action by any third party arising out of or resulting from (a) any breach of its representations, warranties or obligations set forth in this Agreement, or (b) any negligence, willful misconduct or breach of this Agreement or any applicable laws or regulations by Contractor, except to the extent that any of the foregoing arises out of or results from the breach by Client of this Agreement or any applicable laws or regulations, or the gross negligence or willful misconduct of Client, provided that Client gives Contractor written notice of any such claim and Contractor has the right to participate in the defense of any such claim at its expense. From the date of written notice from Client to Contractor of any such claim, Client shall have the right to withhold from any payments due Contractor under this Agreement the amount of any defense costs, plus additional reasonable amounts as security for Contractor's obligations under this Section.

9.2 Indemnification by Client. Client shall indemnify, defend, and hold harmless Contractor, its affiliates, directors, officers, representatives, employees, customers, and agents from and against any suits, claims, losses, demands, liabilities, damages, costs and expenses (including court costs, reasonable attorney's fees and reasonable investigative costs) in connection with any suit, demand or action by any third party arising out of or resulting from (a) any breach of its representations, warranties or obligations set forth in this Agreement, or (b) any negligence, willful misconduct or breach of this Agreement or any applicable laws or regulations by Client, except to the extent that any of the foregoing arises out of or results from the breach by Contractor of this Agreement or any applicable laws or regulations, or the gross negligence or willful misconduct of Contractor, provided that Contractor gives Client written notice of any such claim and Client has the right to participate in the defense of any such claim at its expense.

10. TERM AND TERMINATION.

10.1 The term (the “Initial Term”) of this Agreement will commence on October 20, 2022 (the “Commencement Date”) and terminate on the date which is six (6) months after the Commencement Date, unless terminated sooner pursuant to the terms of this Agreement. This Agreement shall automatically renew for an additional six (6) month periods unless terminated in accordance with this Agreement.

(a) Termination Without Cause. Either party may terminate this Agreement, without cause if the terminating party provides the other party with at least sixty (60) days prior written notice of the terminating party's intent to terminate this Agreement.

(b) Termination With Cause.

(i) By Contractor. Contractor may terminate this Agreement upon thirty (30) days prior written notice to Client in the event Client fails to compensate Contractor in accordance with this Agreement and upon thirty (30) days prior written notice to Client in the event Client breaches this Agreement and fails to cure the breach within thirty (30) days after having been notified in writing of the breach.

(ii) By Client. Client may terminate this Agreement upon thirty (30) days prior written notice to Contractor, in the event Contractor breaches this Agreement and fails to cure the breach within thirty (30) days after having been notified in writing of the breach.

(c) Immediate Termination of the Agreement. Notwithstanding any other provisions of this Section, this Agreement may be terminated immediately upon written notice by one Party to the other Parties upon the occurrence of any of the following events:

- (i) Any court or governmental agency, or legal counsel for either party, determines that this Agreement violates any law or regulation; or
- (ii) Pursuant to circumstances described in Section 52 or 53, upon the inability of the Parties to reach agreement regarding revisions necessary to comply with changes in law or regulation.

(d) Immediate Termination by Client. Notwithstanding any other provisions of this Section, this Agreement may be terminated immediately upon written notice by Client to Contractor upon the occurrence of any of the following events:

- (i) Filing by or on behalf of Contractor of any voluntary or involuntary petition in bankruptcy, dissolution or liquidation;
- (ii) Assignment of 50% or more of the assets of Contractor for the benefit of its creditors;
- (iii) Cancellation or termination of Contractor's general or professional liability insurance;
- (iv) Loss or suspension of any license or authorization of Contractor, which is required by Contractor to conduct business, provide such services as described in Exhibit A, or perform its obligations under this Agreement; or
- (v) Any intentional misrepresentation of material facts or material circumstances by Contractor to Client; or

(e) Immediate Termination by Contractor. Notwithstanding any other provisions of this Section, Contractor may immediately terminate this Agreement upon written notice by Contractor to Client upon the occurrence of any of the following events:

- (i) Cancellation or termination of Client's general or professional liability insurance;
- (ii) Loss or suspension of any license or authorization of Client, which is required by Client to conduct business or perform its obligations under this Agreement; or
- (iii) Any intentional misrepresentation of material facts or material circumstances by Client to Contractor.



102 Effect of Termination. Nothing contained in this Section will affect or impair any rights or obligations arising prior to or at the time the termination of this Agreement. Following the date of termination, each Party will remain liable for any obligations or liabilities arising from its performance of (or its failure to perform) its obligations and duties under this Agreement prior to the date of termination. Notwithstanding anything herein to the contrary, the provisions of Section 2.2 shall survive termination of this Agreement.

11. GENERAL PROVISIONS.

11.1 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes any contracts, agreements or understanding (oral or written) of the parties with respect to the subject matter hereof. No term of this Agreement may be amended except upon a signed written agreement of both parties, unless otherwise provided in this Agreement.

11.2 Binding Effect; Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the parties, their successors, and permitted assigns. Neither Party may subcontract or assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party.

11.3 Notices. Any notice or notices which any party hereto deems necessary, useful or convenient to give to any other party or parties hereto, at any time and from time to time, shall be in writing and shall be personally served upon, sent by registered or certified mail or by national overnight carrier to the parties at the following addresses:

To Contractor:                   Regional Emergency Medical Service Authority  
450 Edison Way  
Reno, Nevada 89502  
Attention: Adam Heinz, Executive Director

With a Copy to:                McDonald Carano Wilson  
P.O. Box 2670  
Reno, Nevada 89505  
Attention: Lucas Foletta, Esq.

To Client at:                    CONFIRE  
1743 Miro Way, Rialto,  
CA 92376  
Attention: Nathan Cooke, Executive Director

11.4 Attorneys' Fees and Costs. If either party brings any legal action or any arbitration or other proceeding to enforce the terms of this Agreement or seek other relief related to this Agreement, the non-prevailing party shall pay reasonable attorneys' fees and other costs incurred in that action or proceeding.

11.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to constitute but one and the same instrument.

11.6 Headings. The headings and captions contained in this Agreement are inserted only as a matter of convenience and reference. Said headings and captions shall not be construed to define, limit, restrict, extend or describe this Agreement or the intent of any provision hereof.

11.7 Waiver. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision, or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

11.8 Severability. If any provision of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, the remaining terms of this Agreement will continue in full force and effect.

11.9 Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

11.10 Force Majeure. Neither Client nor Contractor shall be considered to be in default of this Agreement if delays in, or failure of performance shall be due to events of force majeure the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term "force majeure" shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the control of the non-performing Party. It includes, but is not limited to, vandalism, sabotage, war, fire, flood, earthquake or other "acts of God" or natural or meteorological causes or pandemic disease or influenza outbreaks which prevent the parties from performing their responsibilities hereunder. If either Party is unable to perform its obligations under this Agreement as a result of an event of force majeure, the non-performing Party shall promptly notify the other Party in writing of the beginning and estimated duration of any anticipated period of delay and thereafter neither Party shall be obligated to perform their respective obligations under this Agreement during the period of force majeure. If any period of force majeure continues for thirty (30) days or more, either Contractor or Client may terminate this Agreement upon written notice to the other.

The term "force majeure" shall not include changes in market conditions or governmental action that affects the cost of, availability of, or the demand for services or products or include a Party's financial inability to perform. Any non-performing Party shall use its best efforts to correct any event of force majeure and resume performance as quickly as possible.

11.11 Program Records. Contractor shall maintain such records and such information as related to the performance under this Agreement for a period of ten (10) years and such further period of time as may be required by law, and as may be necessary for the evaluation of the quality, appropriateness and timeliness of such services performed under this Agreement and necessary for compliance by Client with State and Federal laws and regulations. Contractor will further provide to Client and, if required, to authorize State or Federal agencies, access to such records as needed

to conduct fiscal audits, medical audits, medical reviews, utilization reviews and other periodic monitoring upon request by Client or appropriate government agencies.

11.12 Compliance and Audit. Upon reasonable written notice not less than thirty (30) days, Client may conduct an audit to verify Contractor's compliance with the Agreement terms.

*[Signature page follows].*



## EXHIBIT A

### A.1. Scope of Services – ECN Line

#### A.1. Background

The CONFIRE Regional Emergency Communication Center is a Joint Powers Agreement (JPA), which serves the 13 agencies, coordinating fire, rescue, and EMS resources in San Bernardino County (SBC). Their service area spans approximately 80% of the populated area, processing an average of over 225,000 dispatched calls per year. Near 85% of calls dispatched are medical in nature, of which near 125,500 of those are processed through the Emergency Medical Dispatch (EMD) protocols through ProQA software provided by the International Academy of Emergency Dispatch (IAED). The CONFIRE Emergency Communications Center (ECC) is an Accredited Center of Excellence (ACE) as recognized by IAED, in the provision of these EMD services.

The Regional Emergency Medical Service Authority (REMSA) is a Nevada nonprofit corporation and regional emergency medical transport and emergency medical dispatch provider in Northern Nevada, providing 9-1-1 response and transport, interfacility transport, disaster preparedness, special events coverage, search and rescue, tactical medical support, and public education to near 500,000 resident population and to over an average of five million visitors annually. REMSA provides ground ambulance services under a performance-based franchise agreement with the Washoe County Health District and is the sole provider of emergency and inter-facility ground ambulance transport services within Washoe County (excluding Incline Village and Gerlach). REMSA responds to approximately 80,000 requests for service per year of which all emergency calls are processed through EMD.

In addition to its franchise obligations, REMSA staffs and manages a Nurse Health Line (NHL) communications center 24 hours a day, seven days a week, staffing Registered Nurses (RN) to provide assessment, recommended level of care or referrals to community resources to callers who are transferred to the Nurse Health Line from the 911 Center, or to callers who call the Nurse Health Line directly via a 10-digit telephone number. Those callers who are transferred from the 911 Center are vetted through the EMD protocols to determine if they should be categorized as low acuity and most likely not in need of a lights and sirens emergency government resources field response. In these situations, the RN, using the Priority Solutions Inc, LowCode software, under the auspices of the IAED's Emergency Communications Nurse System (ECNS) and accessing a local community Resource Directory in an attempt to provide solutions to callers that are either in a health care plan which can provide a level of service within their network or can be referred to other community resources (the services referenced in this paragraph referred to as the "Nurse Health Line Services"). Where the context so applies, the term "ECN Line" will refer to REMSA's Nurse Health Line described above.

CONFIRE and its stakeholders desire a partnership with REMSA for the interim provision of ECN services through REMSA's Nurse Health Line while CONFIRE works to stand up its own ECN program. CONFIRE anticipates that 20% or approximately 14,000 of their call volume may be eligible for ECN services.

The over program plan is for CONFIRE to reach a level of staffing and program administration of which they can then provide their own ECN services, anticipated during the second quarter of Year

2021. Until then, the services of the REMSA's Nurse Health Line will enhance the services to the San Bernadino community and provide a template of which to emulate as CONFIRE stands up their own 911 to ECN Line.

## 2. Description of Services

The term "Services" or "ECN Services" shall refer to the services described in the following paragraph: Contractor will provide, at Contractor's communications center, the Nurse Health Line Services for Client, utilizing California-certified registered nurses specifically trained in the Priority Solutions Inc, protocol system "Emergency Communication Nurse (ECN) System", to assess and triage callers transferred from Client to the Contractor Call Center located in Reno, Nevada. Via the phone system, Contractor's nurse personnel will provide care, guidance and/or referral to the appropriate health care or community resource as prescribed by the Emergency Medical System (EMS) in San Bernadino County, to be provided by Client.

## 3. Joint Duties and Responsibilities of Client and Contractor

3.1 Primary Contact – The Parties will each designate a primary contact person to handle the operational details of the Scope of Services specified in this Agreement. The Parties will jointly develop an Implementation Plan for the commencement of services described in this Agreement. As part of the Implementation Plan, the Parties will mutually agree on a service launch date.

3.2 Sharing of Data – The Parties will jointly develop and share data and information, both qualitative and quantitative, as allowed by law, for the purpose of care coordination for the callers served by Contractor. CAD and LowCode will be shared as prescribed by the PSI interface. This is access is for the purposes of QA and customer service reviews, aggregate survey data collection and report development (refer to 3.11) as conducted by REMSA and CONFIRE.

3.3 Notice of schedule change – notice schedule changes will be on or before the 15th of the month, allowing the change to occur on 1st of the following month. Should the 1st fall on day that is a holiday or service day that is incompatible with schedule change, parties will agree on the specified date.

3.4 Change management procedures will be mutually agreed upon by both parties. In particular, change to scheduling (see 2.4) or Resource Directory changes maybe unpredictable and unscheduled. Therefore, parties must agree that spontaneous change may be requested and managed appropriately.

3.5 Grievance Procedure is defined in the Operation Plan as described below and will be mutually agreed upon by parties.

3.6 Operational Plan – A mutually agreed upon operations plan (Attachment A) will detail the call flow and any and all local protocols requested by CONFIRE and/or REMSA. Signature lines in the operations plan denote the mutual agreement of both parties, allowing details of this plan to be revised and agreed upon in future dates, as needed.

3.7 Technology Plan - A mutually agreed upon technology plan (Attachment B) will detail technical interfaces and/or data flow between CONFIRE and REMSA equipment. Signature lines in the operations plan denote the mutual agreement of both parties, allowing details of this plan to be revised and agreed upon in future dates, as needed.

#### 4. Contractor Duties and Responsibilities

- 4.1 ECN Service Line – Contractor will provide a ten-digit telephone line, 24 hours-day, 7 days-per-week staffed based on availability with specifically-trained staff certified in the (IAED) Emergency Medical Dispatch (EMD) protocols, ECNS system protocols and, who understand or is certified in quality assurance systems and practices.
- 4.2. Credentials – The ECN Line will be staffed by specially-trained registered nurses. Registered nurses will be licensed in Nevada and California and will maintain Emergency Medical Dispatch (EMD) certification and Emergency Communications Nurse System (ECNS) certification.
- 4.3 Protocols – CONFIRE will be transferring eligible callers via 911 or other telephone number to the ECNS Line, for the provision of applying the PSI protocol-driven algorithm certified by the International Academy of Emergency Dispatch.
- 4.4 Clinical Quality Improvement & Accreditation – Contractor will maintain a quality improvement program as required by the IAED’s Accredited Center of Excellence (ACE) designation. Contractor will maintain industry-specific accreditation. Additional accreditations may be achieved as mutually agreed by the Parties. Both parties will agree on process and type of calls that are reviewed outside of the normal (random) call selection.
- 4.5 Service Area – for the purposes of this contract, the applicable service area is the locations of which calls are transferred to that originated at the CONFIRE Emergency Communications Center (ECC). The ECC services approximately 80% of the greater San Bernardino County geographical location and population.
- 4.6 Designated Phone Number – Contractor will provide a designated phone number for calls to be transferred to the ECN Line. Client agrees that this phone number can be a pre-existed phone line or extension. Optimally, the line used would be exclusive to CONFIRE transfers, which sets the ECN’s preparation for a call from the SBC locale.
- 4.7 Eligible Callers – A caller that accesses 911 requesting medical services to a valid location within the CONFIRE serviced area. CONFIRE ECC staff apply EMD protocols, including Case Entry and Determinant Selection, in where the caller’s acuity is identified as eligible for an ECN transfer. The transfer is conducted and answered by the on-duty ECN who will process the caller’s information via an approved script and protocol. When the ECN successfully completes the ECNS protocol a recommended level of care is provided to the caller.

#### 5. Client Duties, Responsibilities and Acknowledgements

- 5.1. Emergency Medical Conditions – Client acknowledges and agrees that once the call is received by Contractor, and any time a caller believes that emergency medical care is required, Contractor will immediately transfer the caller to the appropriate 9-1-1 public safety answering point according to protocols established by Client.
- 5.2. Eligible Callers – Eligible callers include those who have accessed 911 and are within the CONFIRE service area.
- 5.3. In-Network Referral List –The Parties will jointly develop a change procedure to update the lists containing in-network and SBC services.
- 5.4. Availability of Client’s In-Network Services – Client is solely responsible for availability of in-network and SBC services following referral by the ECN.

## **EXHIBIT B**

### **Service Term Fees & Payment Schedule – Emergency Care Nurse System**

1. Term of Service – the term of this agreement will not exceed the period of one year or 12 -months from the commencement of services, otherwise referred to as a year-to-date service period. While CONFIRE is planning on only utilizing said services for the period of six months during this contract agreement, both parties will confer should CONFIRE desire to extend service period into the remainder of the 12-month period. Furthermore, while CONFIRE analyzes calls for service data from Contractor, CONFIRE reserves the right to decrease service hours.
2. Service Fees Payable by Client to Contractor – Payment for specified services will begin on the mutually agreed launch date. For services provided in the first month of service, payment will be prorated based upon the mutually agreed service launch date.
3. Fees/Rates for Service – Contractor has agreed to provide services stipulated herein at the rate for cost of readiness of \$5000.00 per month for 24 hour access and \$3288.00 for 16 hour access, in addition to a cost per call of \$65.00 for those calls transferred to REMSA from CONFIRE that are processed through an ECNS protocol.
7. Payments are due and payable within thirty (30) business days of Contractor's invoice.
8. Contractor will submit invoices for payment to Client as specified in section 2 of the contract agreement.
9. Contractor will invoice and be reimbursed at \$93.00 per hour for ancillary services limited to the duties of the quality assurance officer performing audits specifically of CONFIRE calls for service and any efforts put forth towards complying, investigating, culminating reports. Limited to (15) hours per month unless mutually agreed by both parties.
10. Any services not otherwise specified within this document may require financial cost reimbursement not limited to, software, training, hardware, licensure. These costs will be mutually agreed upon and will be invoiced for reimbursement at cost.

### **Service Hours**

1. CONFIRE has requested service from REMSA, for a period of one calendar year, with ECN's seven days a week staffed 24 hours based on availability to answer the telephone line receiving CONFIRE transfers.

Deviation in the service schedule and agreed upon processes, refer to Section 3.3.



**Attachment A  
Operations Plan**

1. An Operations Steering Committee will be created and will comprise of designated subject matter experts and the appropriate operational leaders from each agency to review, track, recommend, and implement changes, as needed to execute this contract.
2. Operations Steering Committee meetings shall be recorded and meeting minutes taken and shared with both parties.
3. The REMSA ECN will receive the caller's name and call back telephone number prior to the CONFIRE EMD disconnecting the line.
4. The REMSA ECN will process the call per standing policy, procedure and protocol using LoCode to obtain a recommended care level, offering appropriate resources from the directly of services provided and maintained by CONFIRE.
5. In the event the caller requires an emergency response or requires a non-emergent ambulance, the ECN will warm transfer the caller, using the designated CONFIRE telephone line, introduce the patient, provide any relevant clinical information, caller's address and phone number prior to disconnecting.
6. REMSA will provide a dedicated ECN to receive calls via the designated CONFIRE telephone line.
7. REMSA will notify CONFIRE of any anticipated or unanticipated changes in staffing levels.
8. REMSA will work to provide 7-day week coverage. In the initial phase of implementation, REMSA will have dedicated staff to answer the designated CONFIRE telephone line during peak hours, as mutually determined by CONFIRE and REMSA. Also see section 3.3.
9. REMSA will conduct quality assurance audits, training and clinical surveillance as per IAED requirements, Clinical standards and practices and medical director direction.
10. REMSA will perform and will be compensated for the initial (included in the one-time fee) and any necessary on-going training to ensure ECNs remain informed and competent to efficiently and safely process CONFIRE calls for service.
11. A "system down" or "critical infrastructure" failure procedure will be agreed upon and mutually drafted by the "Operations Steering Committee" to be implemented prior to "go-live."
12. REMSA will provide a monthly performance report to CONFIRE with elements mutually agreed upon in the Operations Steering Committee.
13. Contacts, services, rates, operating procedures, technology, staffing and other necessary and integral components of this agreement to executive this contract should be reviewed with regular frequency, minimally every 6 months.
14. REMSA and the CONFIRE's designated medical directors will review and approve the IAED approved ALPHA and OMEGA EMD determinates that are eligible to be transferred to the REMSA ECN. Review and approval will occur annually in addition to any time a determinate is added.

**Attachment B  
Technology Plan**

1. CONFIRE will provide REMSA a designated direct telephone line to warm transfer calls for service in their jurisdiction.
2. REMSA will provide CONFIRE a designated direct telephone line to warm transfer mutually agreed upon and approved IAED ALPHA and OMEGA calls.
3. CONFIRE will provide remote access to their current, licensed LoCode software for REMSA ECNs to process calls.
4. REMSA will record to the extent possible and within the confines of the existing technology, allowing for any unforeseen, temporary interruptions, all ECN encounters.
5. REMSA will make the appropriate and qualified Information Technology representative to work collaboratively with CONFIRE to ensure proper execution of this contract.
6. CONFIRE will make the appropriate and qualified Information Technology representative to work collaboratively with REMSA to ensure proper execution of this contract.



## RTT Data Points

The following are the data points that would be used in the RTT dashboard to track time spent at key intervals of the patient transport and treatment continuum. These elements would be pulled from the appropriate responding agency's CAD or ePCR database.

Description - Date / Time	Notes
<b>Unit Notified by dispatch</b>	<b>First unit assigned to the call</b>
<b>Unit enroute</b>	<b>First unit enroute to the call</b>
<b>Transfer of EMS patient care to transport</b>	<b>If multiple units on scene. Includes public first-responder transfer to private or public transport.</b>
<b>Patient arrived at destination</b>	<b>Reported arrival time at receiving hospital</b>
<b>Destination patient transfer of care</b>	<b>Transfer of care to receiving hospital as documented/time stamped on EPCR</b>
<b>Unit back in service</b>	<b>May include available to respond at receiving hospital.</b>

Note: CAD and EPCR records would come from the individual agencies that participated in each specific call.

**CONFIRE****STAFF REPORT****DATE: October 25, 2022****FROM: Mike Bell  
Interim Director****TO: CONFIRE Admin Committee**

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**SUBJECT: Interim Director Transition**

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**Recommendation**

Approve Interim Director Transition.

Approval of this item will result in the following actions:

Approve transition of Interim Assistant Director of Communications Nathan Cooke to Interim Director.

Exercise the extension of the existing agreement with Chino Valley Fire for six months (June 30, 2023) by approving attached addendum to the original agreement with Chino Valley Fire.

Appropriate salary savings from Fund 5008 (from the current Director vacancy to fund the extension), transfer those funds to Fund 5010 (Contracts).

Cancel the agreement with the current Interim Director who will assume the position of Public Service Employee/Extra Help – Assistant Director (previously Project Manager, no compensation change).

**Background Information**

As noted in an earlier Staff Report from the June 28, 2022, Admin Committee meeting, the incumbent Director of Communications has taken an extended leave due to a family emergency. CONFIRE retained its former Director as the Interim Director and entered an agreement with Chino Valley Fire to utilize the services of one of its employees to serve as an Interim Assistant Director.

In August of 2022, the incumbent Director advised the Admin Chief that he would be changing his job status from active to a leave of absence without right of return. He

does not anticipate returning to CONFIRE in a full-time capacity. The current Interim Assistant Director and Interim Director have concluded that the best course of action moving forward is to essentially swap roles. The interim Assistant Director has assimilated very well to the organization and developed a keen awareness of all major projects and issues facing the organization. He is fully capable of assuming all job functions of the CONFIRE Director of Communications on an interim basis until the position is filled permanently.

The current Interim Director is also the Project Manager for the CAD-to-CAD project which will necessitate the use of the majority of his time and effort over the next several months. Given the situation with the on-going Ambulance RFP, it is not prudent for CONFIRE to permanently fill this position until that matter has been resolved. That will likely not occur until February/March of 2023.

The Chino Valley Fire Chief has graciously supported this proposal and is willing to commit his employee for an additional six months to assist CONFIRE through this transition.

### **Fiscal Impact**

The extension of the agreement with Chino Valley Fire will cost \$192, 253. This amount will be covered with a transfer of funds from salary savings (from the Director vacancy) from Fund 5008 into Fund 5010 (Contracts). No increase in costs to agencies will result from this action.

## INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CONFIRE AND CHINO VALLEY INDEPENDENT FIRE DISTRICT

This agreement ("Agreement") is by and between the Consolidated Fire Agencies ("CONFIRE"), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and Chino Valley Independent Fire District ("Contractor"), a fire protection district organized pursuant to the Fire Protection District Law (Health & Safety Code §13800, et seq.) (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. CONFIRE wishes to engage Contractor to provide the services described herein, on a limited term basis due to an unforeseen need, using Contractor's existing employee.

### AGREEMENT

#### 1. EXHIBITS

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Payment
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance
- Exhibit E: Business Associate Agreement

#### 2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on the date immediately following approval by the CONFIRE Administrative Committee approval and approval by the Consultant's designated representative ("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) 12/31/2022 ("Initial Term").
- c. This Agreement may be extended for an additional six months until 06/30/2023 with CONFIRE Administrative Committee approval and approval by the Contractor's designated representative.

### 3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of 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"). Services shall be provided by Nathan Cooke. Substitution by Contractor of another of its employees to provide Services will only occur with the concurrence of CONFIRE.

### 5. PAYMENT

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B ("Payment"). In no event shall the total amount paid for the Services under this Agreement during the Initial Term of the Agreement exceed \$192,253.00, without the written approval of the Parties in advance. Periodic payment shall be made within 15 days of a monthly invoice.

### 6. GENERAL TERMS AND CONDITIONS

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

### 7. INSURANCE

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

### 8. HIPAA BUSINESS ASSOCIATE AGREEMENT

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

### 9. NOTICE



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

To CONFIRE:

Consolidated Fire Agencies  
Attn: Mike Bell, Acting Director  
1743 Miro Way  
Rialto, CA 92376

To Contractor:

Chino Valley Independent Fire District  
Attn: Dave Williams, Fire Chief  
14011 City Center Drive  
Chino Hills, CA 91709

**10. LIMITATION OF LIABILITY**

Other than as provided in this Agreement, CONFIRE's financial obligations under this Agreement shall be limited to the payment provided for 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**

**CHINO VALLEY INDEPENDENT FIRE DISTRICT**

Date: June 28, 2022

Date: \_\_\_\_\_, 20\_\_\_\_

By: 

By: \_\_\_\_\_

Print Name: Mike Bell

Print Name: Dave Williams

Its: Acting Director

Its: Fire Chief

**EXHIBIT A  
to AGREEMENT FOR SERVICES**

**SCOPE OF SERVICES**

Contractor to provide services using its existing employee related to the following actions items and deliverables:

1. Perform temporary role of Assistant to the CONFIRE Director per CONFIRE Admin Chief's direction.
  - a. Work with current Director or Acting Director to ensure priorities are addressed. These include but are not limited to:
    - i. Oversight of Communications Division
      1. Support Communications Director and Assistant Director
      2. On-boarding of new Assistant Director and Supervisors
      3. Implementation of Strategic Plan Objective (Culture Enhancement)
    - ii. ECNS Program needs
      1. Recruitment of Nursing staff
      2. Work w/ consultants (Harris, Fratus)
      3. EMD accreditation improvements
    - iii. EMS Division effort
    - iv. Manage current HR matters
      1. Labor MOU
      2. Manage personnel issues
      3. Recruitments
        - a. Assistant Communications Manager
        - b. Supervising Dispatcher
        - c. Call-Taker/Dispatchers
        - d. Staff Analyst II
        - e. ISA III
    - v. Monitor Valley Communications Center progress
    - vi. Daily Ops
      1. Admin Chiefs Meetings
      2. Ops Committee
      3. Leadership Meeting
      4. County Executive Team Meeting
    - vii. Assume role of Acting Director if needed.

**EXHIBIT B  
to AGREEMENT FOR SERVICES**

**PAYMENT**

**A. Payment**

Not to exceed the sum of \$192,253 for the Initial Term through December 31, 2022, or \$384,506 annually.

**B. Payment**

a. Schedule

- (1) To be billed in monthly installments
- (2) The Contractor will invoice CONFIRE in the amount that reflects actual costs incurred to provide the service. Contractor shall provide applicable time sheets or other records used to develop the invoice available upon request.
- (3) Billing will specifically exclude any time or costs associated with the Chino Valley Fire employee if he were to be assigned to active fire incidents locally or as part of an Incident Management Team (IMT).

b. Process

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

**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 or Contractor.** CONFIRE and Contractor may, at any time, with or without reason, terminate this Agreement and CONFIRE shall compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE or Contractor shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or CONFIRE or no later than three (3) days after the day of mailing by the terminating party, whichever is sooner.
    - b. **With Cause by CONFIRE or Contractor.** CONFIRE or Contractor may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
      - (1) material violation of this Agreement by either Party; or
      - (2) any act by Contractor or CONFIRE exposing the other party to liability to others for personal injury or property damage; or
      - (3) A party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of party's insolvency.
- Written notice by CONFIRE or Contractor shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor and CONFIRE shall compensate Contractor only for services satisfactorily rendered to the date of termination. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.
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, consultants, or subconsultants; or
      - (2) arises out of, pertains to, or relates to the performance of this Agreement
    - b. **Indemnified Parties, Defined.** The "Indemnified Parties" are CONFIRE, its officers, consultants, employees, and trustees.
    - c. **Claim, Defined.** A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, 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. INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
- 7. CONFIDENTIALITY.** The Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of CONFIRE, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to CONFIRE notice(s) of the legal process", but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that CONFIRE may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.
- 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. SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CONFIRE the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. ANTI-DISCRIMINATION.** It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental

disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

- 15. AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- 16. 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.



**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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	<b>\$1,000,000</b> <b>\$1,000,000</b>
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	<b>\$1,000,000</b> <b>\$1,000,000</b>
<b>Professional Liability</b>	<b>\$1,000,000</b>
<b>Workers Compensation</b>	<b>Statutory Limits</b>
<b>Employer's Liability</b>	<b>\$1,000,000</b>

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, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by CONFIRE.
  - 2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

**EXHIBIT E  
to AGREEMENT FOR SERVICES**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("BAA") is entered into by and between Chino Valley Independent Fire Agency ("Business Associate"), a fire protection district organized pursuant to the Fire Protection District Law (Health & Safety Code §13800, et seq.) and the Consolidated Fire Agencies ("Covered Entity"), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq.

Business Associate and Covered Entity may be collectively referred to as the "Parties" or individually as a "Party."

**RECITALS**

Covered Entity is contracting with Business Associate for the performance of certain services ("Services"), as set forth in the Agreement to which this BAA is attached as Exhibit E;

Covered Entity is a business associate of a covered entity as defined in 45 C.F.R. § 160.103;

Business Associate is a business associate, as defined in 45 C.F.R. § 160.103, of Covered Entity;

45 C.F.R. § 164.504 requires that covered entities enter into agreements with their business associates that satisfy the requirements of 45 C.F.R. § 164.504(e)(2); and

Business Associate and Covered Entity are both governmental entities for the purposes of 45 C.F.R. § 164.504 (e)(3)(i).

**AGREEMENT**

**1. General Terms and Conditions**

The General Terms and Conditions to this BAA are set forth in Appendix 1.

The Parties have executed this Agreement on the dates indicated below. The last of the two dates shall be the "Effective Date" of this BAA.

**CONSOLIDATED FIRE AGENCIES**

Date: June 28, 2022

By: [Signature]

Print Name: Mike Bell

Its: Acting Director

**CHINO VALLEY INDEPENDENT FIRE DISTRICT**

Date: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: Dave Williams

Its: Fire Chief

## APPENDIX 1 TO EXHIBIT E to CONTRACTING AGENCY AGREEMENT

### General Terms and Conditions to Business Associate Agreement

#### I. DEFINITIONS.

- a. **Generally.** Capitalized terms used within the BAA without definition, including within this Appendix 1, shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act and 45
- b. C.F.R. Part 160 and 164 ("HIPAA and HIPAA Regulations"), and the Health Information Technology for Economic and Clinical Health Act and 45 C.F.R. Part 170 ("HITECH Act and Regulations"), as applicable, unless otherwise defined herein. HIPAA and HIPAA Regulations and HITECH Act and Regulations are collectively referred to herein as "Applicable Law"
- c. **Catch-all Definition.** The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive,
  - e. maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
  - f. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual's designee, and document and retain the documentation required by 45 CFR 164.5300), as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
  - g. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
  - h. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
  - i. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
  - j. Make its internal practices, books, and records available to the Secretary for purposes of determining Business Associate's or Covered Entity's compliance with HIPAA and HIPAA Regulations.

#### III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).
- b. Business Associate may Use or Disclose Protected Health Information as required by law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.
- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

#### IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

#### V. TERM AND TERMINATION.

- a. **Term.** This BAA is effective as of the Effective Date and will continue in force until terminated,
- b. **Termination for Convenience.** Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.
- c. **Obligations of Business Associate Upon Termination.** Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
  - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
  - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

- iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and
- v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. **Survival.** The obligations of Business Associate under this Section shall survive the termination of this BAA.

#### VI. MISCELLANEOUS.

- a. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. **Public Access and Ownership of Records.** Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said

records, including the right to secure and maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.

- c. **Minimum Necessary.** To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
- d. **State Privacy Laws.** Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Effect on Underlying Arrangement.** In the event of any conflict between this BAA and any underlying arrangement between

Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.

- g. **Interpretation.** This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. **Governing Law.** This BAA shall be construed in accordance with the laws of the State of California.
- i. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. **Severability.** In the event that any provision of this BAA 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 BAA 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 BA.



**FIRST AMENDMENT  
TO  
AGREEMENT BETWEEN CONFIRE AND CHINO VALLEY  
FOR ASSISTANT TO CONFIRE DIRECTOR**

This First Amendment is by and between the Consolidated Fire Agencies (“CONFIRE”) and Chino Valley Independent Fire District (“Contractor”) (together, they are referred to as “Parties,” and individually, as a “Party”).

**RECITALS**

1. CONFIRE and Contractor entered into an Agreement for the services of Assistant to the CONFIRE Director (“Original Agreement”).
2. The Original Agreement was for an initial six month term with the option to extend for an additional six months.
3. Exhibit A to the Original Agreement identified the Scope of Services and contemplated the Assistant to CONFIRE Director assuming the duties of Acting CONFIRE Director.

**AGREEMENT**

- A. The Parties desire to exercise the following rights from the Original Agreement:
  - a. Extend the term six (6) months through June 30, 2023.
  - b. Assistant to the CONFIRE Director shall assume the role of Acting (Interim) Director of CONFIRE effective November 1, 2022.
- B. All other terms and conditions of the Original Agreement shall remain in full force and effect for the extended term set forth in this First Amendment.

The Parties have executed this First Amendment on the dates indicated below.

**CONSOLIDATED FIRE AGENCIES**

**CHINO VALLEY INDEPENDENT FIRE DISTRICT**

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Mike Bell

Print Name: Dave Williams

Its: Acting Director

Its: Fire Chief