



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JANUARY 23, 2024 – 1:30 PM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

AGENDA

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

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

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

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

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

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

CALL TO ORDER

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

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CONSENT ITEMS

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

- [1.](#) Approve Administrative Committee Minutes of November 28, 2023
- [2.](#) Approve Special Administrative Committee Minutes of November 30, 2023
- [3.](#) Approve Special Administrative Committee Minutes of December 11, 2023
- [4.](#) Approve Special Administrative Committee Minutes of January 9, 2024
- [5.](#) CONFIRE Operations Statement as of December 31, 2023
- [6.](#) Fund Balance Report as of December 31, 2023
- [7.](#) 2023 YTD Call Summary
- [8.](#) YTD Answering Times
- [9.](#) Billable Incidents 2023
- [10.](#) Call Processing Time Analysis - December 2023
- [11.](#) EMD - ECNS Performance Standards - December 2023

DIRECTOR REPORT

- a. Dispatch Standards Working Group
- b. Surge Ambulance Update/ICEMA Agreement
- c. Implementation Team Update
- d. Staffing Update
- e. Re-Org Staffing Update
- f. Search Committee Update
- g. CONFIRE Foundation (non-profit)
- h. Branding/Logo Update

COMMITTEE REPORTS

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

OLD BUSINESS

NEW BUSINESS

12. Independent Contractor Agreement between CONFIRE and Cardo Consulting Inc.
- **ACTION ITEM**

13. Billable Incidents - **ACTION ITEM**

14. EMS Sub-Committee Policy - **ACTION ITEM**

ROUND TABLE

CLOSED SESSION

15. Review and update anticipated Litigation - Significant exposure to litigation to Government Code section 4596.9(b): County Ambulance RFP

16. Conference with Labor Negotiator - Government Code section 54957.6 CONFIRE Negotiator - Nathan Cooke, Employee Organization(s) - Teamsters

ADJOURNMENT

Upcoming Meetings:

Next Regular Meeting: February 27, 2024, at 1:30 p.m.

POSTING:

This is to certify that on January 18, 2024, I posted a copy of the agenda:

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

 /s/ Liz Berry

Liz Berry
Administrative Secretary I



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, NOVEMBER 28, 2023 – 1:30 PM

LOMA LINDA EOC – 25541 BARTON RD. LOMA LINDA

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

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

CALL TO ORDER

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

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

No conflicts were announced.

CONSENT ITEMS

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

1. Approve Administrative Committee Minutes of October 24, 2023
2. CONFIRE Operations Statement as of October 31, 2023

3. Fund Balance Report as of October 31, 2023
4. 2023 YTD Call Summary
5. YTD Answering Times
6. Billable Incidents
7. Call Processing Time Analysis October 2023
8. EMD – ECNS Performance Standards – October 2023
9. Helpdesk Contractor
10. Renew Liaison Contract with Colton FY2024-25

Motion to accept item 1 on Consent.

Motion by: Chief Brian Park

Second by: Chief Mike McCliman

Yes - 7

No - 0

Abstain – 1, Chief Tim McHargue

Absent – 1

Motion to accept items 2 thru 10 on Consent.

Motion by: Chief Tim McHargue

Second by: Chief Brian Park

Yes - 8

No - 0

Abstain – 0

Absent – 1

DIRECTOR REPORT

- a. Staffing
Continue to work on staffing Call Takers, Dispatchers and Supervisors.
- b. EMD
90% of all calls for the month of October had a Determinant Code.
- c. ECNS

Our first hired ECNS nurse, Mallory, is on the floor taking calls. Two additional nurses are actively training, and 1 final nurse is onboarding. The final leg of ECNS is to hire the nurse manager.

d. Extra-Help

Mike Bell has requested to become a consultant, stepping down from the County Clarification and Ambulance Projects.

Art Andres has offered his help as a PSE on the Ambulance and County Clarification Projects.

COMMITTEE REPORTS

a. Committee Report/MIS Support Updates - Blessing Ugbo

- *MIS Network Maintenance – Phase II Nov. 29th*
- *2023 MIS Maintenance Freeze – Dec. 15th*
- *CONFIRE Radio Contract – Agencies need to establish radio contracts with ITD by May 30, 2024.*

b. Ops Chief Committee Report – Chief Augie Barreda

- *Comm Center Designators (CCX) 1000 series*
- *Response Plans*
- *County Operations Chiefs By-Laws (revision)*
- *Planning for 2024*

c. CAD to CAD – Mike Bell

No report.

OLD BUSINESS

NEW BUSINESS

11. San Bernardino County Fire Protection District Emergency Ambulance Services Agreement – **Action Item**

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

The San Bernardino County Operational Area (OA) continues to struggle with extended response times from AMR, which has resulted in an increase in the number of mutual aid requests from SBCFPD. In an effort to allow SBCFPD to fulfill as many

mutual aid requests from AMR as possible, the district is requesting that CONFIRE provide an additional ambulance, on an as needed basis.

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

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

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

Motion to approve the San Bernardino County Fire Protection District Emergency Ambulance Services Agreement as presented.

Motion by: Chief Dave Williams

Second by: Chief Buddy Peratt

Yes - 8

No - 0

Abstain - 0

Absent – 1

12. Chino Valley Independent Fire Protection District Ambulance Agreement – ACTION ITEM

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

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

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

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

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

Motion to approve the Chino Valley Independent Fire Protection District Ambulance Agreement as presented.

Motion by: Chief Bertral Washington

Second by: Chief Tim McHargue

Yes - 8

No - 0

Abstain - 0

Absent – 1

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

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

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

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

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

Motion to approve the Whitman Enterprises, LLC Independent Contractor Agreement as presented.

Motion by: Chief Dave Williams

Second by: Chief Buddy Peratt

Yes - 8

No - 0

Abstain - 0

Absent – 1

14. Officer Elections – **ACTION ITEM**

Per CONFIRE By-Laws “He/She shall serve a one (1) year term as Chairperson/Vice-Chairperson and shall be elected to that position annually by the members of the Administrative Committee.”

Motion to approve Chief Dan Harker for Chairperson and Chief Rich Sessler for Vice-Chairperson.

Motion by: Chief Mike McCliman

Second by: Chief Dave Williams

Yes - 8

No - 0

Abstain - 0

Absent – 1

ROUND TABLE

- *Chief Brian Park brought up an upcoming Senate Bill for the Chiefs to look for.*
- *Chief Bertral Washington commended Abby Kiddoo for her work on CONFIRE’s behalf.*
- *Response time discussion.*

CLOSED SESSION

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

The Administrative Committee came out of closed session at 3:04 p.m.

No reportable action taken during closed session.

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Meeting

The meeting adjourned at 3:05 p.m.

Upcoming Meetings:

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

 /s/ Liz Berry

Liz Berry
Administrative Secretary I



SPECIAL ADMINISTRATIVE COMMITTEE MEETING

THURSDAY, NOVEMBER 30, 2023 – 2:00 PM

COUNTY FIRE ADMIN., 157 W. 5TH ST., 2ND FLOOR, SAN BERNARDINO

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

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

CALL TO ORDER

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

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

No conflicts were announced.

NEW BUSINESS

1. San Bernardino County Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County – **ACTION ITEM**
The CONFIRE BOS and the CONFIRE Administrative Committee gave direction to CONFIRE staff to submit a proposal on behalf of CONFIRE, for the County of San

Bernardino Request for Proposal (RFP) for Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County.

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

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

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

The County of San Bernardino Ground Ambulance Services Agreement is estimating its collected revenues to exceed expenditures by approximately \$15,000,000 per year, depending upon differing assumptions in payor mix variables. It is intended for these revenues to be deposited within fund balance to ensure ongoing uninterrupted ambulance service deliver and to enhance CONFIRE operations, CONFIRE member and contract agency EMS services, and the overall EMS system in the County.

Motion to authorize the Interim Director to enter into and execute the agreement between the County of San Bernardino and CONFIRE for Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County, in the event that the County of San Bernardino awards the contract to CONFIRE.

Motion by: Chief Dave Williams

Second by: Chief Tim McHargue

Yes - 8

No - 0

Abstain - 0

Absent – 1 Chief Rich Sessler

ROUND TABLE

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Meeting

The meeting adjourned at 2:18 p.m.

Upcoming Meetings:

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

 /s/ Liz Berry
Liz Berry
Administrative Secretary I



SPECIAL ADMINISTRATIVE COMMITTEE MEETING

MONDAY, DECEMBER 11, 2023 – 12:00 PM

LOMA LINDA EOC – 25541 BARTON RD. LOMA LINDA

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Dan Harker/Chair, Loma Linda Fire Department
 Chief Rich Sessler/Vice-Chair, Redlands Fire Department
 Chief Buddy Peratt, Apple Valley Fire Protection District - *Absent*
 Chief Dave Williams, Chino Valley Fire District
 Chief Ray Bruno, Colton Fire Department
 Chief Mike McCliman, Rancho Cucamonga Fire Department
 Chief Brian Park, Rialto Fire Department – *Arrived at 12:06*
 Chief Bertral Washington, San Bernardino County Fire
 Chief Willie Racowski, 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

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No conflicts were announced.

DIRECTOR REPORT

- a. County Ambulance Deployment Plan Overview
Interim CONFIRE Director, Chief Nathan Cooke, gave an overview of the tentative organizational chart which includes both CONFIRE and Priority staff.

Chief Dean Smith reviewed ambulance numbers, placement and rates as set by the contract.

The EMS Chiefs will meet more frequently to discuss any expenditures involving the County Ambulance Project. Each agency was invited to send a delegate to participate in these meetings. Chiefs will then refer items to the Administrative Committee for approval.

CONFIRE will be taking immediate action on recruitment of the Executive Director. Simultaneous recruitments for the Deputy Director, Clerk of the Board and the Finance and Administrative Director will also take place.

ROUND TABLE

CLOSED SESSION

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

The Administrative Committee came out of closed session at 14:29 p.m.

No reportable action taken during closed session.

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Meeting

The meeting adjourned at 14:30 p.m.

Upcoming Meetings:

Next Regular Meeting: January 23, 2024, at 1:30 p.m.

/s/ Liz Berry

Liz Berry
Administrative Secretary I



SPECIAL ADMINISTRATIVE COMMITTEE MEETING
TUESDAY, JANUARY 9, 2024 – 1:00 PM
VICTORIA GARDENS CULTURAL CENTER – 12505 CULTURAL CENTER DR. RANCHO
CUCAMONGA, CA

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

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

CALL TO ORDER

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

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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No conflicts were announced.

DIRECTOR REPORT

- a. County Ambulance Deployment Plan Overview
No reportable outcome.

ROUND TABLE

CLOSED SESSION

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

The Administrative Committee did not meet in closed session.

ADJOURNMENT

Motion to adjourn the CONFIRE Special Administrative Committee Meeting

The meeting adjourned at 2:40 p.m.

Upcoming Meetings:

Next Regular Meeting: January 23, 2024, at 1:30 p.m.

 /s/ Liz Berry

Liz Berry
Administrative Secretary I



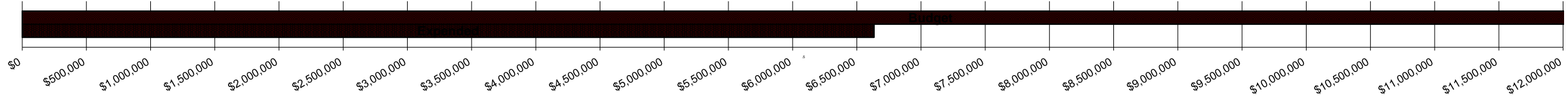
OPERATIONS FUND 5008
Unaudited MONTHLY SUMMARY FY 2023-24

Transactions thru December 31, 2023

Item 5.

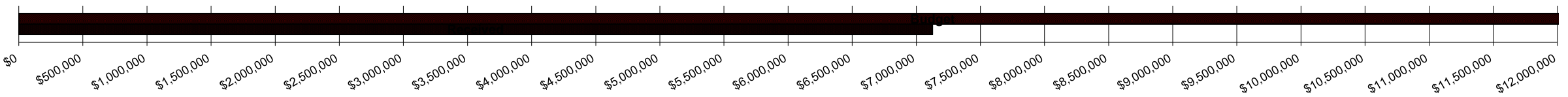
| Expenditures | 3 PP | | | | | | 3 PP | | | | | | Total YTD Expended | 2023/24 Budget | Bud - Exp Difference | % Used |
|---------------------------------|----------------|------------------|----------------|----------------|------------------|------------------|----------|----------|----------|----------|----------|----------|--------------------|-------------------|----------------------|--------------|
| | July | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June | | | | |
| Salary/Benefits | 603,081 | 499,711 | 578,886 | 653,923 | 856,459 | 595,259 | - | - | - | - | - | - | 3,787,320 | 9,316,661 | \$5,529,341 | 40.7% |
| Overtime/Call Back | 32,907 | 27,470 | 29,306 | 29,115 | 41,389 | 29,258 | - | - | - | - | - | - | 189,445 | 46,000 | -\$143,445 | 411.8% |
| Phone/Circuits/Internet | 16,340 | 31,491 | 40,356 | 35,047 | 34,404 | 35,143 | - | - | - | - | - | - | 192,780 | 450,337 | \$257,557 | 42.8% |
| County IS/Data Services/Counsel | 12,596 | (3,443) | 3,407 | 4,008 | 1,603 | 1,218 | - | - | - | - | - | - | 19,389 | 61,926 | \$42,537 | 31.3% |
| Radio/Pager, Console Maint | - | 46,538 | 41,673 | 41,701 | 41,701 | 42,357 | - | - | - | - | - | - | 213,970 | 534,989 | \$321,019 | 40.0% |
| Computer Software | 53,355 | 1,193,865 | 44,997 | 21,357 | 8,484 | 398,062 | - | - | - | - | - | - | 1,720,120 | 2,379,133 | \$659,013 | 72.3% |
| Computer Hardware | - | 96 | 744 | 8,547 | 186 | (8,553) | - | - | - | - | - | - | 1,019 | 15,250 | \$14,231 | 6.7% |
| Office Exp/Copier Lease | 3,126 | 7,624 | 2,338 | 4,347 | 6,451 | 4,801 | - | - | - | - | - | - | 28,688 | 111,795 | \$83,107 | 25.7% |
| Insurance/Auditing | 128,891 | 12,535 | - | 27,864 | 12,000 | 2,163 | - | - | - | - | - | - | 183,453 | 169,122 | (\$14,331) | 108.5% |
| Payroll/HR/Medical Director | 4,917 | 72,091 | 46,583 | 31,657 | 23,585 | 18,939 | - | - | - | - | - | - | 197,773 | 688,514 | \$490,742 | 28.7% |
| Travel/Training | 3,549 | (1,158) | 3,446 | 684 | 845 | 2,697 | - | - | - | - | - | - | 10,062 | 95,000 | \$84,938 | 10.6% |
| Auto/Structure/Fuel | - | 1,388 | 1,582 | 1,555 | 1,474 | 1,872 | - | - | - | - | - | - | 7,871 | 59,232 | \$51,361 | 13.3% |
| Other/HDGC Rent/Equip Trans | 15,510 | 8,620 | 14,134 | 14,523 | 27,646 | 1,864 | - | - | - | - | - | - | 82,297 | 221,035 | \$138,738 | 37.2% |
| Total | 874,271 | 1,896,828 | 807,452 | 874,329 | 1,056,227 | 1,125,080 | - | - | - | - | - | - | 6,634,187 | 14,148,994 | \$7,514,807 | 46.9% |

% Fiscal Year Passed 50.0%



| Revenue | 3 PP | | | | | | 3 PP | | | | | | Received | Budget | Difference | % Rcvd |
|--------------|---------------|------------------|----------|---------------|------------------|----------|----------|----------|----------|----------|----------|----------|------------------|-------------------|--------------------|------------|
| | July | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June | | | | |
| Services | - | 3,466,357 | - | - | 3,503,537 | - | - | - | - | - | - | - | 6,969,894 | 14,255,214 | \$7,285,320 | 49% |
| Interest | 37,546 | (37,546) | - | 38,217 | - | - | - | - | - | - | - | - | 38,217 | - | (\$38,217) | |
| Other | - | 103,433 | - | 14,179 | - | - | - | - | - | - | - | - | 117,611 | - | (\$117,611) | |
| Total | 37,546 | 3,532,244 | - | 52,396 | 3,503,537 | - | - | - | - | - | - | - | 7,125,723 | 14,255,214 | \$7,129,491 | 50% |

% Fiscal Year Passed 50.0%





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

Operations Fund (5008)

| | | | |
|-------------------------------|---------------------------|-----------|------------------|
| Unaudited Fund Balance 7/1/23 | | \$ | 3,906,214 |
| Revenue | 7,125,723 | | |
| Expenditures | (6,634,187) | | |
| | Net | | 491,536 |
| | | | |
| | Net Transfers In/Out | | - |
| | Total Fund Balance | \$ | 4,397,750 |

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

Equipment Reserve Fund (5009)

| | | | |
|-------------------------------|---------------------------|-----------|------------------|
| Unaudited Fund Balance 7/1/23 | | \$ | 2,329,317 |
| Revenue | 367,727 | | |
| Expenditures | (499,055) | | |
| | Net | | (131,328) |
| | Total Fund Balance | \$ | 2,197,989 |

General Reserve Fund (5010)

| | | | |
|-------------------------------|-------------------------------|-----------|------------------|
| Unaudited Fund Balance 7/1/23 | | \$ | 6,450,620 |
| Revenue | 303,125 | | |
| Expenditures | (464,987) | | |
| Grant Funds Due to CAD to CAD | - | | |
| | Net | | (161,862) |
| | Total Fund Balance | | 6,288,758 |
| | Net Committed | | - |
| | Available Fund Balance | \$ | 6,288,758 |

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

Term Benefits Reserve Fund (5011)

| | | | |
|-------------------------------|---------------------------|-----------|------------------|
| Unaudited Fund Balance 7/1/23 | | \$ | 1,854,273 |
| Revenue | 269,648 | | |
| Expenditures | (47,515) | | |
| | Net | | 222,133 |
| | Net Transfers In/Out | | - |
| | Total Fund Balance | \$ | 2,076,406 |




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

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

| | | | |
|-------------------------------|----------------------|-----------|-----------------------|
| Unaudited Fund Balance 7/1/23 | | \$ | 315,785 |
| Revenue | 9,182 | | |
| Expenditures | <u>(9,262)</u> | | |
| | Net | | (80) |
| | Net Transfers In/Out | | - |
| Total Fund Balance | | \$ | <u>315,705</u> |

Emergency Medical Service Division Enterprise Fund (5020)

| | | | |
|-------------------------------|----------------------|-----------|-------------------------|
| Unaudited Fund Balance 7/1/23 | | \$ | 1,124,165 |
| Revenue | 13,933 | | |
| Expenditures | <u>(26,923)</u> | | |
| | Net | | (12,990) |
| | Net Transfers In/Out | | - |
| Available Fund Balance | | \$ | <u>1,111,175</u> |



Call Summary

CONFIRE/Comm Center

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

Year: 2023

From: 1/1/2023

To: 12/31/2023

Period Group: Month

Call Type: All

Abandoned Filters: Include Abandoned

CONFIRE

| Date | 911 | 911 Abdn | Total 911 | 911 Abdn Percentage | 10-Digit Emergency Inbound | 10-Digit Emergency Abdn | Total 10-Digit Emergency | Admin Outbound | Admin Inbound | Admin Inbound Abandoned | Total Admin | Total All Calls | Average Call Duration |
|--------------------|---------------|-------------|---------------|---------------------|----------------------------|-------------------------|--------------------------|----------------|---------------|-------------------------|---------------|-----------------|-----------------------|
| Jan-22 | 17428 | 41 | 17469 | 0.23% | 11753 | 374 | 12127 | 14651 | 4522 | 104 | 19277 | 48873 | 101.8 |
| Feb-22 | 16539 | 64 | 16603 | 0.39% | 11441 | 366 | 11807 | 14177 | 4174 | 128 | 18479 | 46889 | 103.4 |
| Mar-23 | 17634 | 59 | 17693 | 0.33% | 12769 | 502 | 13271 | 17310 | 4768 | 99 | 22177 | 53141 | 109.7 |
| Apr-23 | 17536 | 85 | 17621 | 0.48% | 11581 | 365 | 11946 | 15027 | 4848 | 69 | 19938 | 49505 | 113.5 |
| May-23 | 17749 | 65 | 17814 | 0.36% | 12048 | 383 | 12431 | 15682 | 4820 | 89 | 20591 | 50836 | 116.4 |
| Jun-23 | 17504 | 75 | 17579 | 0.43% | 11836 | 373 | 12209 | 15085 | 4837 | 73 | 19995 | 49783 | 111.3 |
| Jul-23 | 20518 | 67 | 20585 | 0.33% | 13603 | 394 | 13997 | 17769 | 5468 | 89 | 23326 | 57908 | 115.9 |
| Aug-23 | 19649 | 55 | 19704 | 0.28% | 13749 | 465 | 14214 | 17491 | 5554 | 114 | 23159 | 57077 | 118.3 |
| Sep-23 | 17406 | 49 | 17455 | 0.28% | 11679 | 401 | 12080 | 14441 | 5027 | 76 | 19544 | 49079 | 119.7 |
| Oct-23 | 18248 | 47 | 18295 | 0.26% | 12339 | 356 | 12695 | 15631 | 5283 | 96 | 21010 | 52000 | 116.9 |
| Nov-23 | 18433 | 67 | 18500 | 0.36% | 12269 | 440 | 12709 | 15199 | 5257 | 100 | 20556 | 51765 | 114.8 |
| Dec-23 | 19278 | 55 | 19333 | 0.28% | 11856 | 441 | 12297 | 14955 | 5193 | 102 | 20250 | 51880 | 118.6 |
| 2023 Totals | 217922 | 729 | 218651 | 0.33% | 146923 | 4860 | 151783 | 187423 | 59751 | 1133 | 248307 | 618741 | 113.5 |
| 2022 Totals | 225856 | 2415 | 228271 | 1.06% | 146469 | 9438 | 155907 | 175698 | 62776 | 1899 | 240373 | 624551 | 107.3 |



PSAP Answer Time

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

Month - Year: 1/1/2023 - 12/31/2023
 Agency: Fire
 Affiliation:

From: 1/1/2023
 To: 12/31/2023
 Period Group: Month
 Time Group: 60 Minute
 Time Block: 00:00 - 23:59
 Call Type: 911 Calls

| Call Hour | Answer Times In Seconds | | | | | | | | Total |
|----------------------------|-------------------------|---------|---------|---------|---------|----------|-------|---------|-------|
| | 0 - 10 | 11-15 | 16 - 20 | 21 - 40 | 41 - 60 | 61 - 120 | 120+ | | |
| January 2023 Total | 16,326 | 465 | 252 | 329 | 71 | 27 | 0 | 17,469 | |
| % answer time ≤ 10 seconds | 93.45% | 2.66% | 1.44% | 1.88% | 0.41% | 0.15% | 0.00% | 100.00% | |
| % answer time ≤ 15 seconds | 96.11% | | | | | | | | |
| % answer time ≤ 40 seconds | 99.44% | | | | | | | | |
| February 2023 Total | 15,275 | 504 | 283 | 415 | 77 | 48 | 1 | 16,603 | |
| % answer time ≤ 10 seconds | 92.00% | 3.04% | 1.44% | 1.88% | 0.41% | 0.15% | 0.00% | 100.00% | |
| % answer time ≤ 15 seconds | 95.04% | | | | | | | | |
| % answer time ≤ 40 seconds | 99.24% | | | | | | | | |
| March 2023 Total | 15,937 | 672 | 369 | 495 | 180 | 57 | 3 | 17,693 | |
| % answer time ≤ 10 seconds | 90.08% | 3.80% | 2.09% | 2.80% | 0.90% | 32.00% | 2.00% | 100.00% | |
| % answer time ≤ 15 seconds | 93.87% | | | | | | | | |
| % answer time ≤ 40 seconds | 98.78% | | | | | | | | |
| April 2023 Total | 16,524 | 487 | 244 | 273 | 62 | 27 | 4 | 17,621 | |
| % answer time ≤ 10 seconds | 93.77% | 2.76% | 1.38% | 1.55% | 0.35% | 0.15% | 0.02% | 100.00% | |
| % answer time ≤ 15 seconds | 96.54% | | | | | | | | |
| % answer time ≤ 40 seconds | 99.47% | | | | | | | | |
| May 2023 Total | 16,792 | 455 | 212 | 276 | 55 | 24 | 0 | 17,621 | |
| % answer time ≤ 10 seconds | 94.26% | 2.55% | 1.19% | 1.55% | 0.31% | 0.13% | 0.00% | 100.00% | |
| % answer time ≤ 15 seconds | 96.82% | | | | | | | | |
| % answer time ≤ 40 seconds | 99.58% | | | | | | | | |
| June 2023 Total | 16,676 | 398 | 184 | 262 | 46 | 13 | 0 | 17,579 | |
| % answer time ≤ 10 seconds | 94.86% | 2.26% | 1.05% | 1.49% | 0.26% | 0.07% | 0.00% | 100.00% | |
| % answer time ≤ 15 seconds | 97.13% | | | | | | | | |
| % answer time ≤ 40 seconds | 99.66% | | | | | | | | |
| July 2023 Total | 19,123 | 802 | 321 | 407 | 99 | 31 | 2 | 20,585 | |
| % answer time ≤ 10 seconds | 92.90% | 2.92% | 1.56% | 1.98% | 0.48% | 0.15% | 0.01% | 100.00% | |
| % answer time ≤ 15 seconds | 95.82% | | | | | | | | |
| % answer time ≤ 40 seconds | 99.36% | | | | | | | | |
| August 2023 Total | 16,268 | 553 | 297 | 416 | 125 | 42 | 3 | 19,704 | |
| % answer time ≤ 10 seconds | 92.71% | 2.81% | 1.51% | 2.11% | 0.63% | 0.21% | 0.02% | 100.00% | |
| % answer time ≤ 15 seconds | 95.52% | | | | | | | | |
| % answer time ≤ 40 seconds | 99.14% | | | | | | | | |
| September 2023 Total | 16,470 | 411 | 181 | 305 | 62 | 26 | 0 | 17,455 | |
| % answer time ≤ 10 seconds | 94.36% | 2.35% | 1.04% | 1.75% | 0.38% | 0.15% | 0.00% | 100.00% | |
| % answer time ≤ 15 seconds | 96.71% | | | | | | | | |
| % answer time ≤ 40 seconds | 98.50% | | | | | | | | |
| October 2023 Total | 17,078 | 524 | 217 | 346 | 81 | 44 | 5 | 18,285 | |
| % answer time ≤ 10 seconds | 93.35% | 2.86% | 1.19% | 1.89% | 0.44% | 0.24% | 0.03% | 100.00% | |
| % answer time ≤ 15 seconds | 96.21% | | | | | | | | |
| % answer time ≤ 40 seconds | 99.29% | | | | | | | | |
| November 2023 Total | 17,162 | 511 | 257 | 385 | 116 | 58 | 7 | 18,500 | |
| % answer time ≤ 10 seconds | 92.77% | 2.76% | 1.39% | 2.10% | 0.63% | 0.31% | 0.04% | 100.00% | |
| % answer time ≤ 15 seconds | 95.53% | | | | | | | | |
| % answer time ≤ 40 seconds | 99.02% | | | | | | | | |
| December 2023 Total | 17,750 | 639 | 363 | 553 | 136 | 80 | 12 | 19,333 | |
| % answer time ≤ 10 seconds | 90.78% | 331.00% | 1.88% | 2.88% | 0.70% | 0.41% | 0.06% | 100.00% | |
| % answer time ≤ 15 seconds | 94.08% | | | | | | | | |
| % answer time ≤ 40 seconds | 98.82% | | | | | | | | |
| Year to Date 2023 Total | 203,180 | 6,221 | 3,180 | 4,466 | 1,090 | 477 | 37 | 218,651 | |
| % answer time ≤ 10 seconds | 92.92% | 2.85% | 1.45% | 2.04% | 0.50% | 0.22% | 0.02% | 100.00% | |
| % answer time ≤ 15 seconds | 95.77% | | | | | | | | |
| % answer time ≤ 40 seconds | 99.27% | | | | | | | | |
| Year to Date 2022 Total | 200,097 | 8,294 | 5,337 | 9,185 | 3,129 | 2,012 | 217 | 228,271 | |
| % answer time ≤ 10 seconds | 87.66% | 3.63% | 2.34% | 4.02% | 1.37% | 0.88% | 0.10% | 100.00% | |
| % answer time ≤ 15 seconds | 91.29% | | | | | | | | |
| % answer time ≤ 40 seconds | 97.65% | | | | | | | | |

CONFIRE Billable Incidents

Period: 01/01/2023 thru 12/31/2023

| Jurisdiction | # of Incidents | % of Total |
|-----------------------|----------------|-------------|
| San Bernardino County | 131,351 | 53.35% |
| VictorvilleFD | 23,460 | 9.53% |
| RanchoCucamonga | 18,196 | 7.39% |
| ChinoValleyFD | 13,276 | 5.39% |
| AppleValley | 12,587 | 5.11% |
| Rialto | 11,837 | 4.81% |
| Redlands | 11,738 | 4.77% |
| Colton | 7,428 | 3.02% |
| MontclairFD | 4,751 | 1.93% |
| Loma Linda | 4,380 | 1.78% |
| Big Bear Fire | 3,581 | 1.45% |
| San Manuel FD | 1,943 | 0.79% |
| Baker Ambulance | 748 | 0.30% |
| Running Springs | 619 | 0.25% |
| Road Department | 296 | 0.12% |
| Total | 246,191 | 100% |

| BDC Division | # of Incidents | % of Total |
|--------------|----------------|-------------|
| East Valley | 44,694 | 34.03% |
| Fontana | 21,031 | 16.01% |
| Valley | 18,362 | 13.98% |
| Hesperia | 12,618 | 9.61% |
| South Desert | 12,317 | 9.38% |
| North Desert | 11,751 | 8.95% |
| Mountain | 5,200 | 3.96% |
| Adelanto | 5,182 | 3.95% |
| Hazmat | 196 | 0.15% |
| Total | 131,351 | 100% |

CONFIRE 911 Call Processing Time Analysis

December 2023



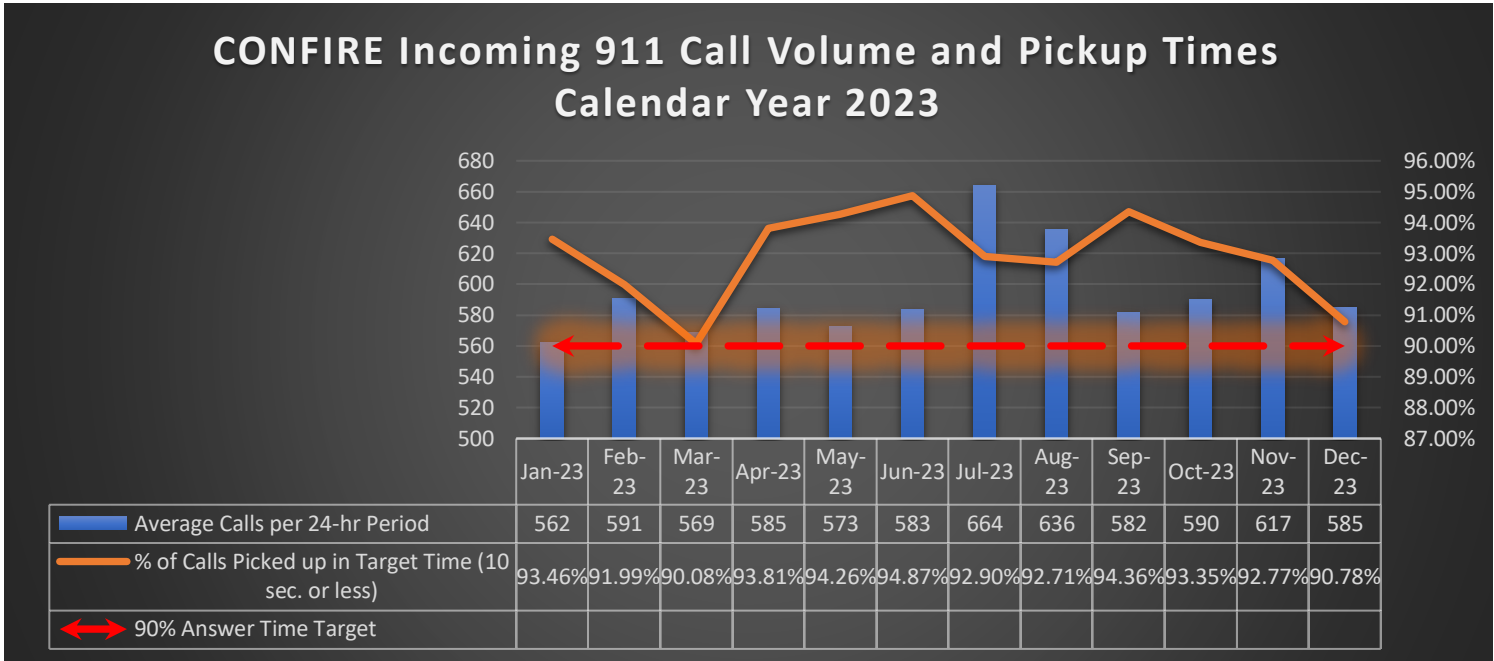
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Figure 4: Fire/Rescue Call Pickup to First Unit Assigned.4

Figure 1: CONFIRE PSAP 911 Call Pickup Times for Primary PSAP Transfers per ECaTS Reporting System.



Emergency Call Processing

Once the call is answered by CCC dispatchers, all call activity is captured in CONFIRE’s CAD server. The following table illustrates multiple elements of the call processing continuum in terms of call volume and call processing times for various call types. For the purposes of this analysis, only calls that meet the definition of “emergency” per NFPA 1225 (answer requests for emergency assistance withing 10 seconds at 90% of the time) and CONFIRE Administrative Chiefs’ directive are included in the calculations. State standards are 15 seconds at 90% or 20 seconds at 95% of the time, National Emergency Number Association (NENA) has also adopted this standard. Because of the nuances of both Fire and EMS related call types, the following sections analyze the call processing elements separately.

EMS Call Processing

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

Figure 2: EMS Call Pickup to First Unit Assigned. Includes all Emergency EMS Call Types, and Calls With and Without Determinant Codes. This excludes times for calls deemed to be non-emergency per NFPA 1225.

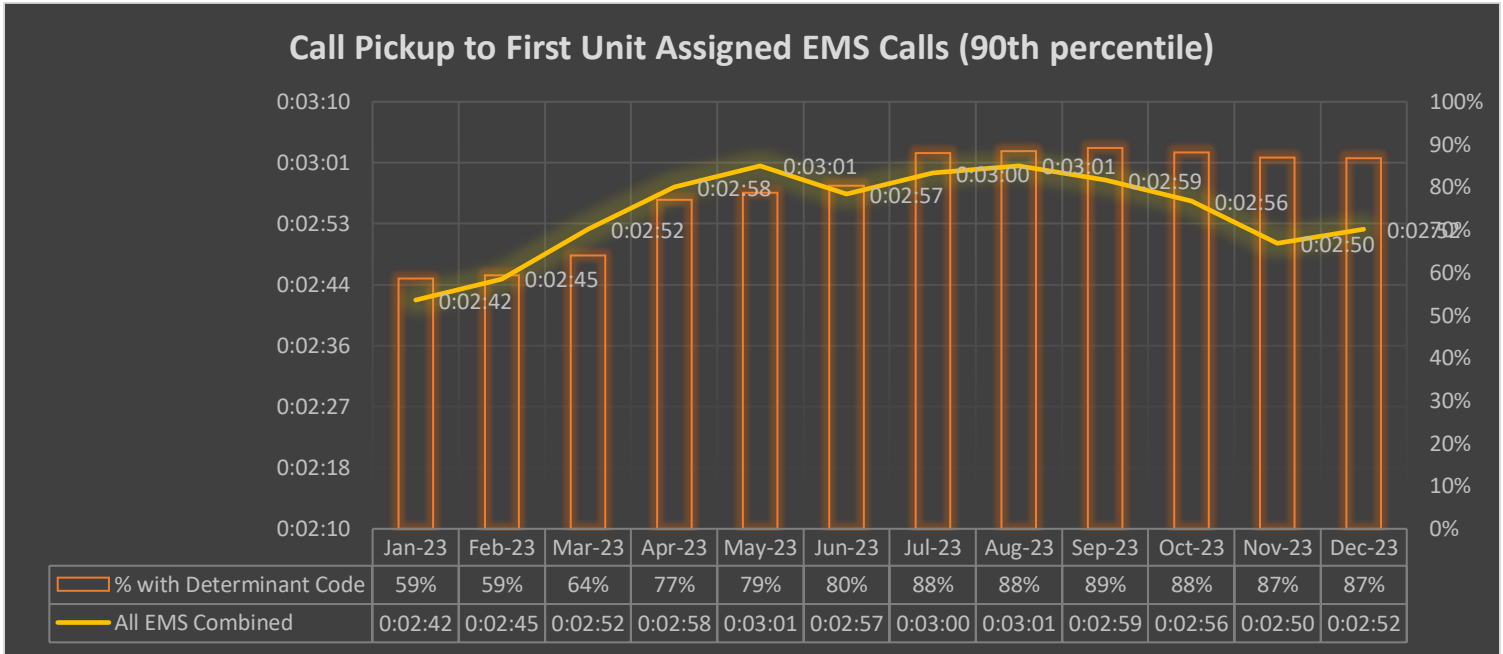
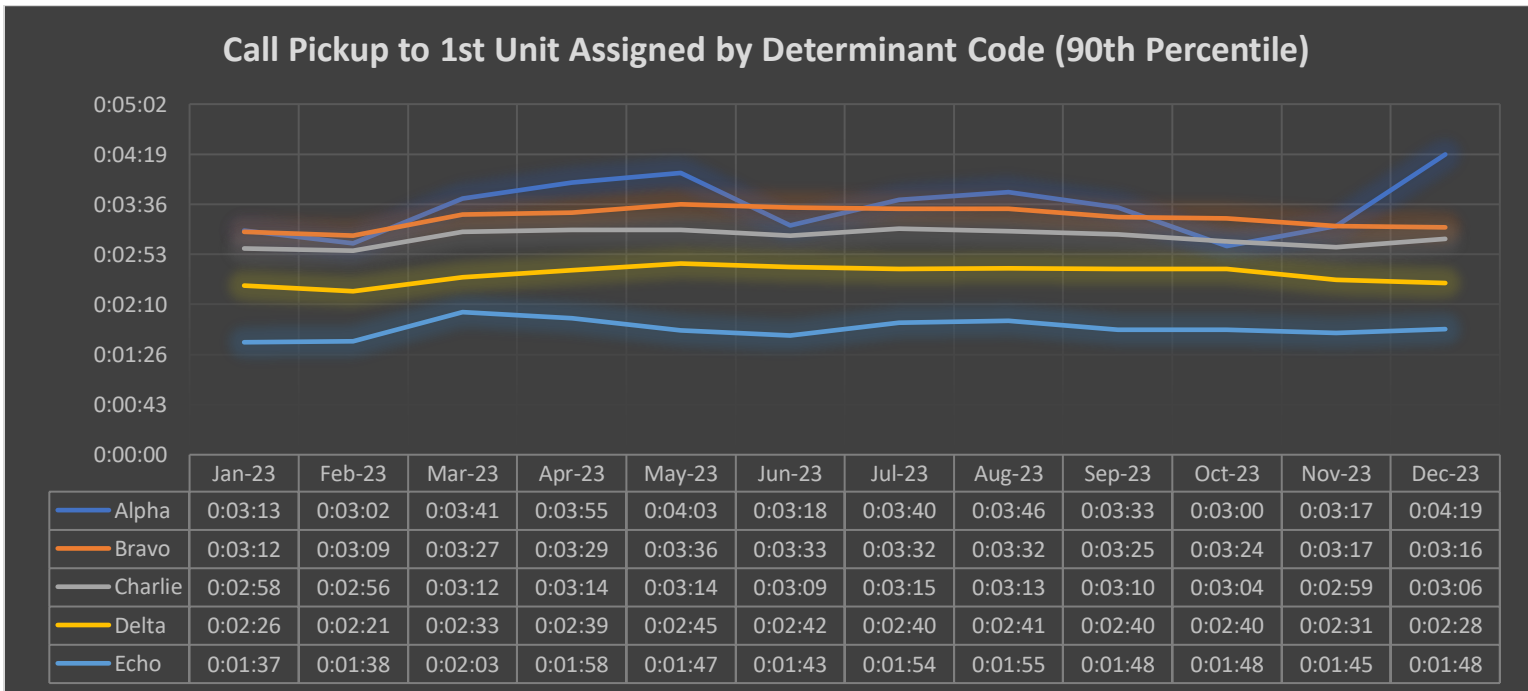


Figure 3: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



Fire/Rescue Related Calls

Fire/Rescue related calls include all CAD problem codes that reference specific fire types as well as technical rescue and Haz-mat calls. The count of both emergency and non-emergency (per NFPA recommendations) fire related calls are included. However, the call processing times only include emergency call types.

Figure 4: Fire/Rescue Call Pickup to First Unit Assigned.

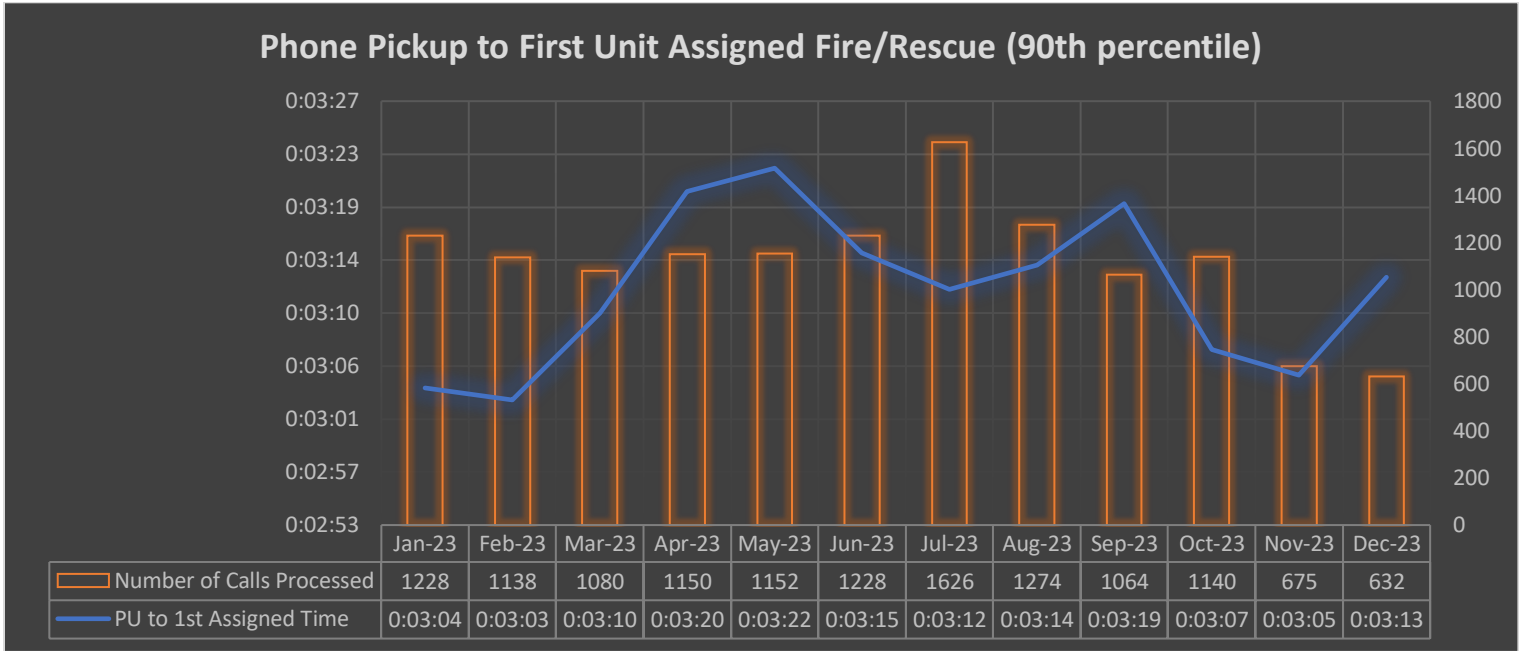


Table 1: EMS 911 calls for service and EMD completion for December 2023

| | |
|---------------------------------------|--------|
| Total Emergency EMS Calls Processed | 17,585 |
| Total EMS Calls with Determinant Code | 12,658 |

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

| | |
|--|-------|
| Total Calls Eligible for ECNS: | 1,242 |
| Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code) | 260 |
| % of Eligible EMS Calls Transferred to ECNS | 20.9% |

**CONFIRE****STAFF REPORT****DATE: January 23, 2024****FROM: Joe Barna, Chairperson - EMS Division Sub-Committee****TO: Administrative Committee**

SUBJECT: Execute Agreement between CONFIRE and Cardo Consulting

RECOMMENDATION

Adopt the recommendation of the CONFIRE EMS Division Subsidiary Committee to enter into an agreement between CONFIRE and Cardo Consulting, an independent contractor.

BACKGROUND

San Bernardino County Board of Supervisors awarded CONFIRE the bid for ambulance services in the Comprehensive Service Area on December 5, 2024. A collaborative effort, from many representatives, will be required to successfully implement this new public-private partnership. Priority Ambulance will be providing ambulance transportation services, but the team required for the implementation will necessitate coordinating stakeholders from many disciplines with a clear understanding of the requirements outlined by the County based on the awarded contract.

The comprehensive bid to provide services was developed by numerous parties, including Fire Chief (ret) Ray Gayk from the City of Ontario. To organize the successful transition, San Bernardino County Fire Chiefs will use the incident command system to organize resources and have selected Chief Gayk to serve as the Incident Commander for the CONFIRE EMS Division Implementation Team.

This implementation team has already begun working on the project. Priorities have been identified for Cardo Consulting to build the foundation and included in the scope of work for the consulting agreement:

- a. Work with CONFIRE Staff and Implementation Team members to ensure all aspects of the County Ground Ambulance Contract are fulfilled prior to implementation on October 1, 2024.

- b. Coordinate and work with Priority Ambulance staff on all aspects of their obligations related to the requirements in the Contract, to ensure all obligations agreement prior to October 1, 2024.
- c. Perform all duties and functions related to serving as the Incident Commander for the CONFIRE EMS Division Implementation Team.

FISCAL IMPACTS

The agreement is not to exceed the sum of \$372,320 for the Initial Term through December 31, 2024, or annually based on \$179 per hour. Contract is based on hours billed. Funds will be drawn from the EMS Division for invoice submitted.

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CONFIRE AND CARDO CONSULTING, INC.

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 Cardo Consulting, Inc. (“Contractor”), a California S Corporation (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 will be effective on January 1, 2024 upon approval by the Administrative Committee and 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) January 1, 2025 (“Initial Term”).

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor’s employees shall not be considered officers, employees, agents, partner, or joint venture of 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 Ray Gayk. Substitution by Contractor of another employee to provide Services will only occur with the written 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, \$372,320, without the written approval of the Parties in advance. Periodic payment shall be made within 30 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: Nathan Cooke, Interim Director
1743 Miro Way
Rialto, CA 92376

To Contractor:
Cardo Consulting, Inc.
Attn: Ray Gayk
30687 San Pasqual Rd.
Temecula, CA 92591

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

CARDO CONSULTING, INC.

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: Ray Gayk

Its: Interim Director

Its: Consultant

**EXHIBIT A
to AGREEMENT FOR SERVICES**

SCOPE OF SERVICES

Contractor, by and through Ray Gayk shall include:

1. Serve as the Incident Commander for the CONFIRE EMS Division Implementation Team.
 - a. Work with CONFIRE Staff and Implementation Team members to ensure all aspects of the County Ground Ambulance Contract (“Contract”) are fulfilled prior to implementation on October 1, 2024.
 - b. Coordinate and work with Priority Ambulance staff on all aspects of their obligations related to the requirements in the Contract, to ensure all obligations agreement prior to October 1, 2024.
 - c. Perform all duties and functions related to serving as the Incident Commander for the CONFIRE EMS Division Implementation Team.

EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

Not to exceed the sum of \$372,320 for the Initial Term through December 31, 2024, or annually.

\$179 (hourly rate) based on a 40-hour work week.

B. Payment

a. Schedule

- (1) To be billed in monthly installments
- (2) The Contractor will invoice CONFIRE in the amount that reflects actual hours provided for the service. Contractor shall provide applicable time sheets or other records used to develop the invoice available upon request.

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 |
|---|--------------------------------------|
| Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate | 1,000,000 2,000,000 |
| Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate | Waived Waived |
| Professional Liability | 1,000,000 |
| Workers Compensation | Waived |
| Employer's Liability | Waived |

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 Cardo Consulting, Inc. ("Business Associate"), a California S Corporation 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), (e)(3), or (e)(5); and

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

Cardo Consulting, Inc.

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: Ray Gayk

Its: Imterim Director

Its: Consultant

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 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".
- b. **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, 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;

- e. 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 164.530, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- f. 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;
- g. 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;
- h. 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
- i. 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 § 7920.000 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

been included herein, unless to do so would frustrate the intent and purpose of

- 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

**CONFIRE****STAFF REPORT**

DATE: January 23, 2024

FROM: Nathan Cooke, Director

TO: Administrative Committee

SUBJECT: Cost Recovery for Non-Emergency Calls

RECOMMENDATIONS

1. Adopt a policy revision that requires agencies generating non-emergency calls in their jurisdiction or involving their direct interests, to reimburse CONFIRE at the established cost per call rate.
2. Direct staff to explore staffing alternatives and apply these reimbursements to options that will increase capacity for processing non-emergency calls and reduce their impact of these calls on 911 dispatchers.
3. If recommendation #1 is approved, consider a 60-day exemption for burn permit calls so that staff and affected agencies can research alternative methods for processing these call types and minimize impacts on 911 dispatchers.

BACKGROUND

In addition to providing emergency 911 communications, CONFIRE provides non-emergency dispatching and notification services to member and contract agencies, as well as other non-CONFIRE public agencies. While many of these services have been provided at no additional cost to the agency served, they do contribute to dispatcher workload. In many cases, processing these non-emergency calls requires more dispatcher time per call on average than emergency calls (See Attachment A). As call volumes continue to rise and dispatching resources strained, the addition of these non-mission critical services can disrupt emergency operations, reduce efficiency, and increase operational costs.

If CONFIRE agencies wish to continue providing these services, one approach to reducing the impact of the additional workload is to treat these calls as billable incidents similar to other emergency calls. The rationale for this would be that any additional funds recovered for these services could be reinvested into increasing call taking resources. While not all non-emergency calls fall into a category where a specific agency could logically be billed for the service, the majority can be tracked and billed to the appropriate agency.

Call types with potential for cost recovery include those where the dispatcher is required to open a call in CAD, enter relevant information, and coordinate activities related to the call either through documentation (written or in CAD), phone calls, or radio transmissions. Call types with questionable cost recovery include those where

the dispatcher may still open a call in CAD and enter relevant information, but the nature of the call relates primarily to the logistics of comm center operations, such as calls to MIS. Other calls, such as referrals, may not have a clear source to bill to. A breakdown of call distribution by agency and estimated associated reimbursements are outlined in Attachment B.

Unique consideration was given to out-of-area mutual aid (GMU) calls due to the dispatching process and time commitment. Most, if not all the responding resources to non-emergency call types are assigned using a single entry for all resources. Mutual Aid calls in this category differ in that they require a different point of contact and monitoring for each individual resource assigned. For example, a resource request from an incident may have multiple units assigned, but each unit is contacted, dispatched, and tracked individually, even though they may all be under the same CAD incident number. This creates an equivalent workload of dispatching several different incidents. For this reason, reimbursement for GMU calls was tracked by assigned unit, not incident number.

An analysis of non-emergency calls by time of day (Attachment C) shows that over 80% of the calls come in between 0600 and 1800 hrs. This trend also identifies that the non-emergency call volume peaks and begins to decline just prior to the emergency call volume ramping up to its peak from 1000 to 2100 hrs. These trends offer opportunities to strategically enhance staffing in a way that could balance dispatcher workload and improve efficiency while still handling non-emergency calls.

FISCAL IMPACTS

Staff projects that if calls are billed at the current rate of \$46 per call, CONFIRE could realize total reimbursements of approximately \$274,528 annually based on 2023 non-emergency call volume and type. If burn permit calls were exempted, this amount would be reduced to \$104,558. See Attachment B for breakdown of call volume and cost distribution by agency.

ATTACHMENT A

Impacts of Non-Emergency Calls from Government Agencies

Background

The following analysis describes each current non-emergency call type and provides a framework for impact measurement as follows:

Annual Calls: Total number of calls of the specific call type for calendar year 2022.

Average Dispatcher Impact (h:mm:ss): The average time that it takes a dispatcher to process a call from the time the call is initially picked up to the time when the is marked as complete.

Potential Reimbursement: The number of calls of the specific call type that could be billed at the standard per-call rate for CONFIRE (Currently at \$46 per call). Some call types, like GMI-Miscellaneous, which includes records of hospital redirect status would not be considered for reimbursement while other calls in that category would.

Current Reimbursement: The amount that CONFIRE is currently collecting for servicing the specific call type. This is not necessarily at the \$46 per call rate, but there is some remittance being paid.

Potential New Reimbursement: Potential reimbursement minus any fees currently being collected.

CALL TYPES:

GHZ – Hazardous Materials Inc

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

Annual Calls: 242

Average Dispatcher Impact (h:mm:ss): 0:03:41 per call, 14:51:04 annually

Potential Reimbursement: \$10,994

Current Reimbursement: \$0

Potential New Reimbursement: \$10,994

GLAW – Law Enforcement Incident

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

Annual Calls: 91

Average Dispatcher Impact (h:mm:ss): 0:01:59 per call, 3:00:08 annually.

Potential Reimbursement: \$4,094

Current Reimbursement: \$0

Potential New Reimbursement: \$4,094

GLL – Loma Linda City Inc

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

Annual Calls: 204

Average Dispatcher Impact (h:mm:ss): 0:04:59 per call, 16:56:19 annually.

Potential Reimbursement: \$9,384

Current Reimbursement: \$0

Potential New Reimbursement: \$9,384

GPH – Public Health Incident

Any incident where the Public Health Department has to be notified. These include notifications of communicable diseases, emergency death certificates, commercial food problems, re-opening of a restaurant after discharge of fire extinguishers, bee problems, problems at apartment complexes such as sewer issues, rodent/insect infestation etc. and other various Public Health related issues. Because these requests generally

require dispatchers to make telephone calls to the on-duty public health officer, it is recommended that CONFIRE bill County DPH for this service.

Annual Calls: 49

Average Dispatcher Impact (h:mm:ss): 0:03:44 per call, 3:02:41 annually.

Potential Reimbursement: \$2,254

Current Reimbursement: \$0

Potential New Reimbursement: \$2,254

GRD – Road Department Inc

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

Annual Calls: 399

Average Dispatcher Impact (h:mm:ss): 0:05:20 per call, 35:29:54 annually

Potential Reimbursement: \$18,354

Current Reimbursement: \$18,354

Potential New Reimbursement: \$0

GMI – Miscellaneous Govt Inc

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

Annual Calls: 608 (includes 337 hospital redirect calls)

Average Dispatcher Impact (h:mm:ss): 0:02:44 per call, 12:20:49 annually (all GMI calls)

Potential Reimbursement: \$11,684 (non-redirect calls only)

Current Reimbursement: \$0

Potential New Reimbursement: \$11,684

GBP – Burn Permit

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

Annual Calls: 3,664

Average Dispatcher Impact (h:mm:ss): 0:01:24 per call, 86:21:42 annually.

Potential Reimbursement: \$168,544

Current Reimbursement: \$0

Potential New Reimbursement: \$168,544

GAT – Alarm Testing

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

Annual Calls: 184

Average Dispatcher Impact (h:mm:ss): 0:03:07 per call, 9:35:03 annually.

Potential Reimbursement: \$8,464

Current Reimbursement: \$0

Potential New Reimbursement: \$8,464

HELO – Helicopter Resources

CONFIRE assists in coordinating helicopter responses from private providers throughout the county. When these resources are dispatched to a CONFIRE incident, information is gathered and confirmed by dispatchers and an incident is generated in CAD.

Annual Calls: 541

Average Dispatcher Impact (h:mm:ss): 0:05:56 per call, 13:55:38 annually

Potential Reimbursement: \$24,886

Current Reimbursement: \$0

Potential New Reimbursement: \$24,886

GCC – County Comm Incident

Any incident where contact is attempted with someone from the County 800-mhz Radio Operations group or the County Network Management Center (NEMAC) about a radio or County telephone problem. This can involve either VHF or 800-mhz radio or a CAD SIMS problem that needs to be repaired. County telephone problems (The County has their own phone system/switch) are any that we might be advised of or occurring anywhere in the County. This includes problems at our dispatch center.. (No cost recovery since these are CONFIRE related calls).

Annual Calls: 44

Average Dispatcher Impact (h:mm:ss): 0:16:18 per call, 11:56:58 annually

Potential Reimbursement: \$2,024

Current Reimbursement: \$0

Potential New Reimbursement: \$0

GFM – Facilities Management Inc.

Similar to GCC, this is used when there is an issue with a Comm Center physical facility. CAD entries track when the appropriate agency needed to mitigate the problem is notified. (No cost recovery since these are CONFIRE related calls).

Annual Calls: 5

Average Dispatcher Impact (h:mm:ss): 0:11:34 per call, 0:57:50 annually.

Potential Reimbursement: \$230

Current Reimbursement: \$0

Potential New Reimbursement: \$0

GIT – IT Incident

Any incident that occurs that involves a system or network issue in dispatch (this includes but not limited to CAD or VESTA problems, hardware issues, etc.). The dispatch supervisor will determine what notifications need to be made. If the problem cannot be resolved on the dispatch floor, notifications will be made to our technical support or ISD Computer Operations to resolve the problem. (No cost recovery since these are CONFIRE related calls).

Annual Calls: 142

Average Dispatcher Impact(h:mm:ss): 0:16:57 per call, 40:07:56 annually

Potential Reimbursement: \$ 6,532

Current Reimbursement: \$0

Potential New Reimbursement: 0

GRF – Referral Incident

This code is used when Comm Center receives a call that is not within CONFIRE's scope of services or within the jurisdictional areas served by CONFIRE agencies. The majority of these are calls that are misrouted to Comm Center from law enforcement.

Annual Calls: 65

Average Dispatcher Impact (h:mm:ss): 0:04:57 per call, 5:22:05 annually

Potential Reimbursement: \$2,990

Current Reimbursement: \$0

Potential New Reimbursement: \$0

GMU – Out-of-system Mutual Aid

This code is used to track fire department resources that are assigned to out-of-area mutual aid events. This includes strike teams comprised of units from various agencies and incident overhead positions. For most non-emergency call types, any responding resources are all counted under one incident number as they are usually covered under one dispatch. However, mutual aid requests generally require an individual notification to each responding unit, even if they are part of a multi-unit configuration such as a strike team. Dispatchers continue tracking of these assigned resources on an individual resource basis throughout the assignment until they are released, which increases the workload. For this reason, GMU calls are counted by responding unit, with each responding agency having responsibility for reimbursement for their resources.

It should be noted that non-CONFIRE agencies also benefit from CONFIRE dispatching resources as the Operational Area Coordinator. In these cases, CONFIRE must notify the other agency's communication center, and they monitor their units from there. Therefore, the time impact on CONFIRE dispatchers is less, but is still present. Requesting reimbursement from outside agencies for these services is something that could be considered in the future, and could result in up to \$2,300 annually in additional reimbursements.

Annual Resource Assignments: 345

Average Dispatcher Impact (h:mm:ss): 0:09:38 per call, 55:23:44 annually

Potential Reimbursement: \$15,870 (CONFIRE agencies only)

Current Reimbursement: \$0

Potential New Reimbursement: \$15,870

ATTACHMENT B

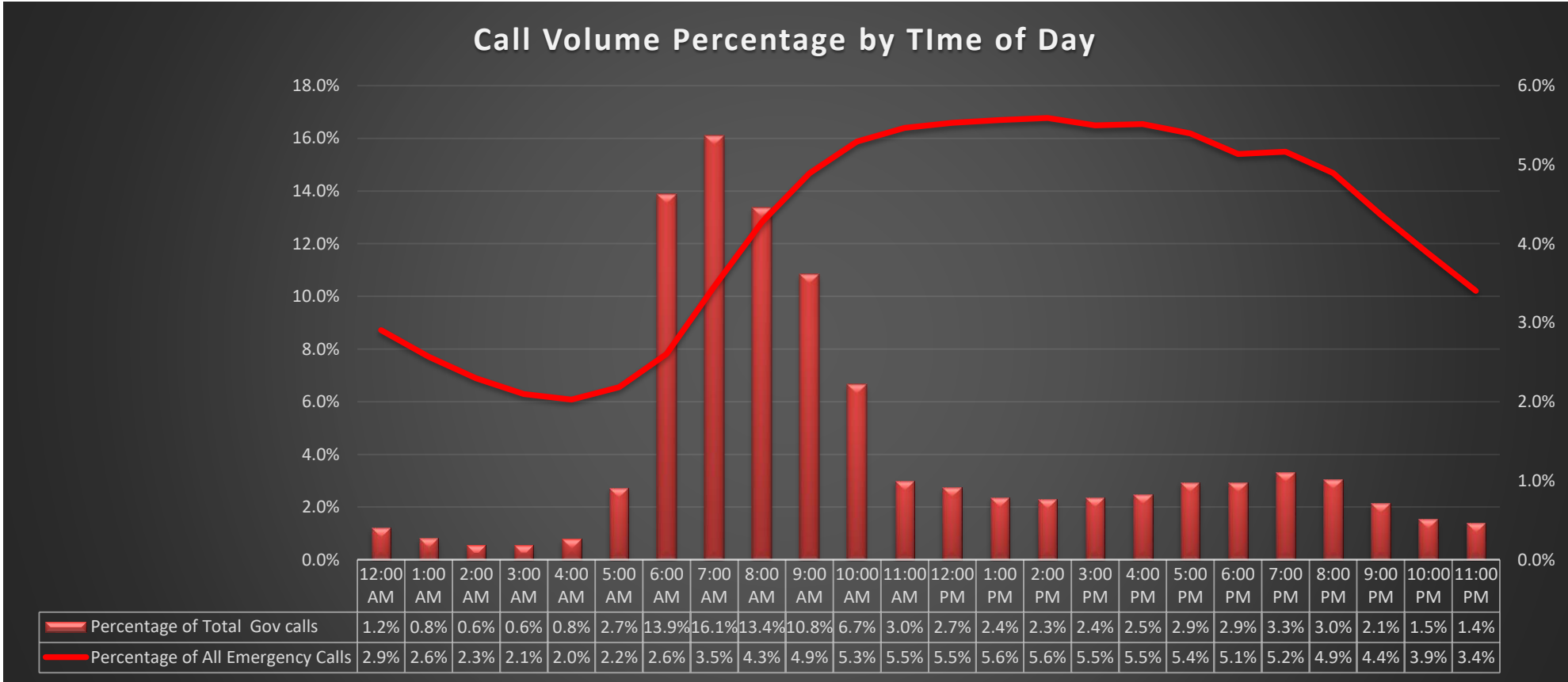
Item 13.

Non-Emergency Call Distribution by Agency

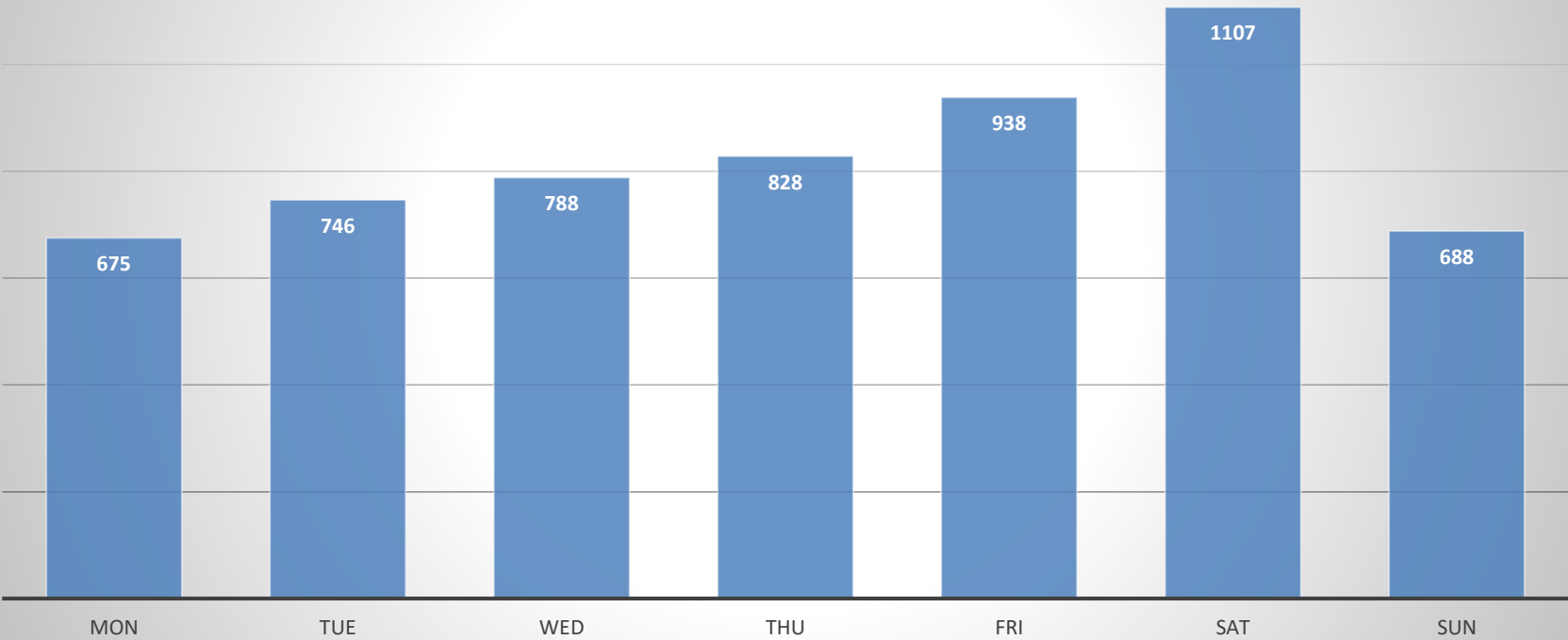
| City | GAT - Alarm Testing | GBP - Burn Permit | GHZ - Hazardous Materials Inc | GLAW - Law Enforcement Inc | GLL - Loma Linda City Inc | GMI - Miscellaneous Gov Inc | GMU - Out-of-System Mutual Aid | GPH - Public Health Incident | GRD - Road Department Inc | Helo | Total Calls | Potential Revenue based on \$46 per call |
|------------------------|---------------------|-------------------|-------------------------------|----------------------------|---------------------------|-----------------------------|--------------------------------|------------------------------|---------------------------|------|-------------|--|
| Apple_Valley | 3 | 2047 | 8 | 2 | 0 | 5 | 12 | - | - | 64 | 2129 | \$ 98,486 |
| BDC | 103 | 1328 | 194 | 80 | 0 | 153 | 171 | - | - | 292 | 2159 | \$ 106,766 |
| Big_Bear | 0 | 1 | 0 | 0 | 0 | 2 | 14 | - | - | 50 | 53 | \$ 3,082 |
| Chino | 45 | 10 | 10 | 1 | 0 | 28 | 35 | - | - | 0 | 94 | \$ 5,934 |
| Colton | 1 | 27 | 3 | 1 | 0 | 4 | 24 | - | - | 0 | 36 | \$ 2,760 |
| Loma_Linda | 6 | 0 | 0 | 0 | 204 | 4 | 6 | - | - | 0 | 214 | \$ 10,120 |
| Montclair | 4 | 0 | 1 | 0 | 0 | 3 | 0 | - | - | 0 | 8 | \$ 368 |
| Rancho_Cucamonga | 3 | 9 | 1 | 1 | 0 | 11 | 33 | - | - | 3 | 28 | \$ 2,806 |
| Redlands | 4 | 5 | 2 | 0 | 0 | 4 | 20 | - | - | 0 | 15 | \$ 1,610 |
| Rialto | 2 | 52 | 11 | 1 | 0 | 15 | 10 | - | - | 0 | 82 | \$ 4,186 |
| San_Manuel | 0 | 0 | 0 | 0 | 0 | 0 | 9 | - | - | 0 | 0 | \$ 414 |
| Running_Springs | 0 | 17 | 0 | 0 | 0 | 5 | 5 | - | - | 1 | 23 | \$ 1,288 |
| Victorville | 13 | 164 | 9 | 3 | 0 | 14 | 6 | - | - | 130 | 333 | \$ 15,594 |
| Barstow | 0 | 4 | 0 | 0 | 0 | 6 | 0 | - | - | 1 | 11 | \$ 506 |
| Public Health | N/A | N/A | N/A | N/A | N/A | N/A | N/A | 49 | N/A | N/A | 49 | \$ 2,254 |
| County Road Department | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | 399 | N/A | 399 | \$ 18,354 |
| Totals | 184 | 3664 | 239 | 89 | 204 | 254 | 345 | 49 | 399 | 541 | 5968 | \$ 274,528 |

ATTACHMENT C

Emergency and non-emergency calls by time of day



Government Calls by Day of Week



**CONSOLIDATED FIRE AGENCIES
MANUAL OF ADMINISTRATIVE COMMITTEE POLICIES**

POLICY: 6.002

TITLE: Ambulance Contract Subsidiary
Committee

ADOPTED: 9.13.2022

REVISED: 07.25.2023, 01.23.2024

Ambulance Contract Subsidiary Committee

There is hereby established an Ambulance Contract Subsidiary Committee of , which shall be organized and be responsible for the collaborative development and implementation of a regionally shared ground ambulance and interfacility transportation delivery system for management and direction of the contract between the County of San Bernardino and CONFIRE for ground ambulance services in EOA's 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11, and 12a

A. Definitions

1. **EMS:** Also known as Emergency Medical Services.
2. **Ambulance Contract Subsidiary Committee:** One of four divisions within CONFIRE, established by action of the Administrative Committee at its meeting on March 7, 2022.
3. **Ambulance Contract Subsidiary Committee Participants/Participant(s):** All CONFIRE Member Agencies and any Contract Agencies that enter into an MOU with CONFIRE to participate in Comprehensive Service Area for provision of ground ambulance transport and interfacility transport services outlined in the ambulance contract with the County of San Bernardino.
4. **Comprehensive Service Area:** Defined by ICEMA as the Emergency Operating Areas bundled (1, 2, 3, 4, 5b, 6, 7, 8, 9, 11, and 12a) to establish a Comprehensive Service Area.
5. **Member Agency:** The Parties to the Third Amended and Restated Joint Powers Agreement for Consolidate Fire Agencies (CONFIRE), which are Apple Valley Fire Protection District, Chino Valley Fire District, City of Colton, City of Loma Linda, City of Redlands, City of Rialto, City of Victorville, Rancho Cucamonga Fire Protection District and San Bernardino County Fire Protection District. Additional Parties may be added upon amendment of the Joint Powers Agreement.
6. **Contract Agency:** An entity that has been sponsored by an existing Member Agency, approved by the Board of Directors according to terms acceptable to CONFIRE.
7. **Initial Membership Cost:** Payment that shall be made by a Contract Agency participating in the EMS Division, as set forth in this Policy.

B. Authority & Purpose

The Ambulance Contract Subsidiary Committee shall meet regularly with the CONFIRE Executive Director, or designee, and Administrative Committee to provide advice and direction on matters related to the Ground Ambulance Contract with the County of San Bernardino, both operationally and administratively.

The Ambulance Contract Subsidiary Committee is responsible for all matters relating to the origination and operation of the San Bernardino Ground Ambulance Contract for the Comprehensive Service Area as delegated by the Administrative Committee. Such delegated responsibilities include but are not limited to:

- Establish the initial governance and operational structure for the, Ambulance Contract Subsidiary Committee to include financing and cost sharing methods of CONFIRE’s ambulance contract with San Bernardino County. Present recommendation to the Administrative Committee and or the Board of Directors for approval.
- Establish an annual Ambulance Contract Subsidiary Committee Budget for presentation to and approval by the Administrative Committee and or the Board of Directors with the following priorities:
 - Priority 1 – Contractual obligations & Operational costs for the Ambulance Contract
 - Priority 2 – Build reserves for the Ambulance Contract Committee
 - Priority 3 – System enhancements and system reinvestment
 - Priority 4 – If applicable, repayment of cost contributions by Ambulance Contract Subsidiary Committee Participants or Private Ambulance Partner.
Note: Initial Membership Costs shall not be repaid.
 - Priority 5 – Equitable distribution of unused / unassigned fund balance to the Participants.
- Monitor fiscal and operational performance.
- Participate in annual CONFIRE audit.
- Develop policies for the operations and administration of the Ambulance Contract Subsidiary Committee
- Evaluate need for ongoing governance model changes.
- Evaluate performance of Private Ambulance Partner.

C. Membership

All CONFIRE Member Agencies shall be entitled to serve on the Ambulance Contract Subsidiary Committee. However, only the Member and Contract Agencies (through MOU) that are represented in the Comprehensive Service Area, are entitled to be voting members. Each Member, or Contract Agency of the Ambulance Contract Subsidiary Committee shall be entitled to one (1) seat and one (1) alternate seat on the Ambulance Contract Subsidiary Committee.

Participation on the Ambulance Contract Subsidiary Committee is not mandatory. However, participation is required for those Member and Contract Agencies that intend to invest in the regionally shared EMS delivery System and realize any potential benefits derived from that investment. Each voting member agency, assumes full risk and liability related to the County

Ground Ambulance Contract.

Contracting Agencies shall formally declare in writing their intent to participate in the Ambulance Contract Subsidiary Committee no later than December 31, 2022. Any city, district or agency who desires to participate at a later date will not have an opportunity to do so until such time as the JPA seeks contract extension with ICEMA anticipated to be October 1, 2029. At that time, said entity shall declare their wishes to participate in the JPA Ambulance Contract Subsidiary Committee which will be considered by the CONFIRE Board of Directors and Administrative Committee.

Initial Membership Cost for a Contract Agency participation in the Ambulance Contract Subsidiary Committee is based on Total Cost divided by Total Ambulance Contract Subsidiary Committee Participants. Examples of the Ambulance Contract Subsidiary Committee Initial Membership Costs are the following:

- Consulting Fees
- Legal Fees
- Reserves
- Other Related Fees

The Initial Membership Cost, is due no later than 60 days following the signing of a Memorandum of Understanding to participate as a Contracting Agency no later than February 28, 2023, unless extended by unanimous approval by the Ambulance Contract Subsidiary Committee. The formula below outlines assumed costs for the formal response to San Bernardino County’s Request for Proposals for Ambulance Services, and shall serve as the baseline entry level fee for Contracting Agencies.

Initial Membership costs shall be based on the following formula:

Initial Membership Cost = (Consulting Fees + Legal Fees + Reserves Expended + Other Related Costs)

Total Participants

$$\text{Estimated Initial Costs} = \frac{(\$255,372 + 100,000 + 100,000)}{11 \text{ Participants}}$$

Note: The estimated costs assume 11 participants and provides a good faith estimate on the expected costs.

In the event that the Estimated Initial Cost is higher than estimated above, as determined by a formal review by the Ambulance Contract Subsidiary Committee, the Initial Membership Cost will be increased accordingly. Any additional Initial Membership cost owed by a Contract Agency shall be paid within sixty (60) days.

The following EOAs and the prospective EMS Participant, are listed below:

| EOA | General Area | EMS Participant(s) within EOA |
|------------|---|--------------------------------------|
| 1 | Rancho Cucamonga, Upland, Mt. Baldy | RCF, BDC |
| 2 | Chino, Montclair | CHO, MTC |
| 3 | Chino Hills, Ontario | CHO, OTO |
| 4 | Fontana, Bloomington, Lytle Creek | BDC |
| 5b | Unincorporated pockets in Rialto | BDC |
| 6 | Colton, San Bernardino, Muscoy, Devore | COL, BDC |
| 7 | Grand Terrace, Parts of Redlands, Highland, Parts of Colton | BDC, RED, HGH, COL |
| 8 | Redlands, Highland, Mentone, Yucaipa, Oak Glen | RED, HGH, BDC, YUC |
| 9 | Loma Linda | LOM |
| 11 | Waterman Canyon, San Bernardino National Forest Front Country | BDC |
| 12a | Victorville, Adelanto, Apple Valley | VCV, BDC, APP |

D. Meetings

Meetings of the Ambulance Contract Subsidiary Committee will be called on an as needed basis.

1. Quorum

While participation is not mandatory, two thirds of the voting members must be present for a recommendation to be brought forward to the Administrative Committee and/or Board of Directors of CONFIRE.

2. Voting

- (a) Each voting member agency shall cast weighted votes set annually, effective July 1 based upon the total percentage of 911 EMS incidents that occurred in the preceding calendar year in the County of San Bernardino Ambulance Contract EOA's (1, 2, 3, 4, 5b, 6, 7, 8, 9, 11, and 12a).

Example- If a voting member agency responded to 50% of the total 911 EMS incidents that occurred in the preceding calendar year in the County of San Bernardino Ambulance Contract EOA's (1, 2, 3, 4, 5b, 6, 7, 8, 9, 11, and 12a), that participant would have 50% of the total vote.

If a voting member agency responded to 3% of the total 911 EMS incidents that occurred in the preceding calendar year in the County of San Bernardino Ambulance Contract EOA's (1, 2, 3, 4, 5b, 6, 7, 8, 9, 11, and 12a), that participant would have 3% of the total vote, so forth and so an.

- (b) In order for the Ambulance Contract Subsidiary Committee to bring forward a recommendation to the Administrative Committee, the recommendation must have received a majority percentage of the votes.